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United States Treaties and Other International Agreements

VOLUME 33

IN FOUR PARTS

Part 2

1979–1981

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The Act approved September 23, 1950, Ch. 1001, § 2. 64 Stat. 979, 1 U.S.C. § 112a, provides in part as follows:

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MALAYSIA

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Signed at Kuala Lumpur December 5, 1980 and
February 27, 1981;
Entered into force February 27, 1981;
Effective January 1, 1981.

The American Ambassador to the Malaysian Secretary General,
Ministry of Trade and Industry

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 298] KUALA LUMPUR, *December 5, 1980*

EXCELLENCY:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles, with Annexes, done at Geneva on December 20, 1973 and extended by Protocol adopted on December 14, 1977[1] at Geneva (hereinafter referred to as the Arrangement).

I have also the honor to refer to discussions held in Geneva in July and in Kuala Lumpur in October 1980 between representatives of the Government of the United States of America and the Government of Malaysia concerning exports to the United States of America of cotton, wool, and man-made fiber textiles and textile products manufactured in Malaysia. As a result of these discussions, and in conformity with Article 4 of the Arrangement, I have the honor to propose, on behalf of the Government of the United States of America, the following Agreement relating to trade in cotton, wool, and man-made fiber textiles and textile products between the Government of the United States of America and the Government of Malaysia.

1. The term of the Agreement shall be the four year period from January 1, 1981 through December 31, 1984. Each "Agreement year" shall be a calendar year.

[1] TIAS 7840, 8939; 25 UST 1001; 29 UST 2287.

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2. (A) The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing the Agreement.

(B) For purposes of this Agreement, the categories listed below are merged and treated as single categories and sub-categories as indicated:

Categories Merged	Designation in Agreement	Sub-categories
333,334,335	333/334/335	333,334,335
638,639	638/639	None
338,339	338/339	339
347,348	347/348	348
445,446	445/446	None

3. Textiles and textile products covered by the Agreement shall be classified in three groups, as follows:

GROUP I Yarns, fabrics, made-up goods, and miscellaneous textile products of cotton and man-made fibers: (Categories 300–330, 360–369, 600–630, 660–669).

GROUP II Apparel of cotton and man-made fibers: (Categories 331–359, 631–659).

GROUP III Wool textiles and textile products: (Categories 400–469).

The determination of whether a textile or textile product is of cotton, wool, or man-made fiber shall be made in accordance with the terms of paragraph 12. The categories referred to in the above definitions are those summarized in Annex A.

4. Commencing with the first Agreement year, and during the subsequent term of the Agreement, the Government of Malaysia shall limit annual exports from Malaysia to the United States of America of those cotton, wool and man-made fiber textiles and textile products in the categories and sub-categories contained in Annex B to the limits shown therein and in paragraph 8. Such limits may be adjusted in accordance with paragraphs 5 (swing) and 6 (carryover/carryforward). Exports are subject to limits or levels for the year in which exported. The limits as set out in Annex B do not include the adjustments permitted under paragraphs 5 and 6.

5. During any Agreement year, any specific limit or sub-limit set out in Annex B may be exceeded by not more than 5 percent (swing) if a corresponding reduction is made in one or more other specific limits in the same group during the same Agreement year.

If recourse is had to this paragraph, the Government of Malaysia shall indicate to the Government of the United States which specific limits or sub-limits it intends to exceed and which it wishes decreased.

Adjustments made pursuant to this paragraph are in addition to those permitted under paragraph 6.

6. In any Agreement year, in addition to any adjustment pursuant to paragraph 5, exports may exceed by a maximum of 11 percent any

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limit set out in Annex B by allocating to such limit for that Agreement year an unused portion of the corresponding limit for the previous Agreement year ("carryover") or a portion of the corresponding limit for the succeeding Agreement year ("carryforward") subject to the following conditions:

(1) Carryover may be utilized as available up to 11 percent of the receiving Agreement year's limits;

(2) The combination of carryover and carryforward shall not exceed 11 percent of the receiving Agreement year's applicable limit in any Agreement year;

(3) Carryforward may be utilized up to 6 percent of the receiving Agreement year's applicable limits and shall be charged against the immediately following Agreement year's corresponding limits;

(4) (A) Carryover of shortfall (as defined below) shall not be applied to any limits until the Governments of the United States of America and Malaysia have agreed upon the amounts of shortfall involved.

(B) For the purposes of the Agreement, a shortfall occurs when exports of textiles or textile products from Malaysia to the United States of America during an Agreement year are below any applicable specific limit or sub-limit as set out in Annex B. In the Agreement year following the shortfall, such exports from Malaysia to the United States of America may be permitted to exceed the applicable limits, subject to conditions set forth above, by carryover of shortfall in the following manner:

(1) The carryover shall not exceed the amount of shortfall in any applicable limit;

(2) The shortfall shall be used in the category in which the shortfall occurred.

7. Categories not subject to specific limits (nor to designated consultation limits, if any are established under this Agreement) are subject to the consultation mechanism set forth below:

(A) In the event that the Government of the United States of America believes that imports from Malaysia classified in any category or categories in Annex A not covered by specific limits are, due to market disruption or the threat thereof, threatening to impede the orderly development of trade between the two countries, the Government of the United States of America may request consultations with the Government of Malaysia with a view to avoiding such market disruption. The Government of the United States of America shall provide the Government of Malaysia at the time of the request with data similar to that envisioned in Annex A of the Arrangement regarding International Trade in Textiles which, in the view of the Government of the United States of America show: 1) the existence of market disruption, and 2) the role of exports from Malaysia of the product or products concerned from Malaysia in that disruption.

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(B) The Government of Malaysia agrees to consult with the Government of the United States of America within 30 days of receipt of the request for consultations. Both Governments agree to make every effort to reach agreement on a mutually satisfactory resolution of the issue within 60 days of the receipt of the request.

(C) During the 60 day period, the Government of Malaysia agrees to hold its shipments to the United States in the pertinent category or categories to a level no greater than 30 percent of the amount entered in the first 12 of the most recent 14 months preceding the date of request.

(D) (1) If no mutually satisfactory solution is reached in consultations, the Government of the United States may establish a specific limit for the category concerned, the level of which will not be less than the amount entered during the first 12 of the most recent 14 months preceding the date of request plus 20 percent in the case of cotton and man-made fiber categories or plus 6 percent in the case of wool categories.

(2) Any specific limit established pursuant to this paragraph will increase in succeeding Agreement years by 6.5 percent per year in the case of cotton and man-made fiber categories and by 1 percent per year in the case of wool categories.

8. Within the specific limit for merged category 333/334/335, including any adjustments made pursuant to paragraphs 5 and 6, shipments under any of the individual sub-categories within any Agreement year shall not exceed 50 percent of the adjusted specific limit for this merged category.

9. In accordance with Article 12, paragraph 3 of the Arrangement, and subject to the establishment of a mutually agreed upon certification system, Malaysian exports of hand-loom fabrics of the cottage industry or hand-made cottage industry products made of such hand-loom fabrics, or traditional folklore handicraft textile products, will not be subject to the provisions of the Agreement.

10. The Government of Malaysia shall use its best efforts to space exports from Malaysia to the United States within each category evenly throughout the Agreement year, taking into consideration normal seasonal factors. Exports from Malaysia in excess of authorized levels for each Agreement year, if allowed entry into the United States, will be charged to the applicable level for the succeeding Agreement year. The Government of the United States will promptly notify the Government of Malaysia of any such charges and will be prepared to consult concerning differences in data.

11. The Government of the United States of America shall promptly supply the Government of Malaysia with monthly data on imports of textiles from Malaysia, and the Government of Malaysia shall promptly supply the Government of the United States of America with monthly data on exports of textiles to the United States. Each

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Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

12. (A) Tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products (being products which derive their chief characteristics from their textile components) of cotton, wool, man-made fibers or blends thereof, in which any or all of these fibers in combination represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product, are subject to the Agreement.

(B) For purposes of the Agreement, textiles and textile products shall be classified as cotton, wool, or man-made fiber textiles if wholly or in chief value of either of these fibers.

(C) Any product covered by sub-paragraph (A) but not in chief value of cotton, wool, or man-made fiber shall be classified as:

(I) Cotton textiles if containing 50 percent or more by weight of cotton or if the cotton component exceeds by weight the wool and man-made fiber components;

(II) Wool textiles if not cotton and the wool equals or exceeds 17 percent by weight of all component fibers;

(III) Man-made fiber textiles if neither of the foregoing applies.

13. The Government of the United States of America and the Government of Malaysia agree to consult on any question arising in the implementation of the Agreement.

14. Mutually satisfactory administrative arrangements or adjustments may be made to resolve problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

15. If, having regard to the provisions of the Arrangement, the Government of Malaysia considers that Malaysia is being placed in an inequitable position vis-a-vis a third country, the Government of Malaysia may request consultations with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modification to this Agreement. The Government of the United States of America shall consult with the Government of Malaysia in the event of such a request.

16. For the duration of the Agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraints on the export from Malaysia of textiles covered by the Agreement.

17. The Government of Malaysia shall administer its export control system under this Agreement. The Government of the United States of America may assist the Government of Malaysia in implementing the limitation provisions of the Agreement by controlling its imports of the textiles covered by the Agreement.

18. Either Government may terminate the Agreement effective at the end of any Agreement year by written notice to the other

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Government to be given at least 90 days prior to the end of such Agreement year.

19. The Government of the United States of America and the Government of Malaysia may at any time propose revisions in the terms of this Agreement. Each Government agrees to consult promptly with the other Government about such proposals with a view to making such revisions to this Agreement, or taking such other appropriate action as may be mutually agreed upon.

If the foregoing proposal is acceptable to the Government of Malaysia this note and your note of acceptance on behalf of the Government of Malaysia shall constitute an Agreement between our two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

BARBARA WATSON

His Excellency
Y. B. TAN SRI NASRUDDIN BIN MOHAMED
Secretary General
Ministry of Trade and Industry
Kuala Lumpur

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
Yarn—			
Cotton			
300	Carded	4.6	Lb.
301	Combed	4.6	Lb.
Wool			
400	Tops and Yarns	2.0	Lb.
Man-made Fiber			
600	Textured	3.5	Lb.
601	Cont. Cellulosic	5.2	Lb.
602	Cont. Noncellulosic	11.6	Lb.
603	Spun Cellulosic	3.4	Lb.
604	Spun Noncellulosic	4.1	Lb.
605	Other Yarns	3.5	Lb.
Fabric—			
Cotton			
310	Ginghams	1.0	SYD
311	Velveteens	1.0	SYD
312	Corduroy	1.0	SYD
313	Sheeting	1.0	SYD
314	Broadcloth M and B – Men's and Boys' W, G, and I – Women's, Girls' and Infants' N.K. – Not Knit	1.0	SYD

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Category	Description	Conversion Factor	Unit of Measure
Fabric—Continued			
Cotton—Continued			
315	Printcloths	1.0	SYD
316	Shirtings	1.0	SYD
317	Twills and Sateens	1.0	SYD
318	Yarn-dyed	1.0	SYD
319	Duck	1.0	SYD
320	Other fabrics, N.K.	1.0	SYD
Wool			
410	Woolen and worsted	1.0	SYD
411	Tapestries and Upholstery	1.0	SYD
425	Knit	2.0	Lb.
429	Other fabrics	1.0	SYD
Man-made Fiber			
610	Cont. Cellulosic, N.K.	1.0	SYD
611	Spun Cellulosic, N.K.	1.0	SYD
612	Cont. Noncellulosic, N.K.	1.0	SYD
613	Spun Noncellulosic, N.K.	1.0	SYD
614	Other fabrics N.K.	1.0	SYD
625	Knit	7.8	Lb.
626	Pile and tufted	1.0	SYD
627	Specialty	7.8	Lb.
Apparel—			
Cotton			
330	Handkerchiefs	1.7	Dz.
331	Gloves	3.5	DPR
332	Hosiery	4.6	DPR
333	Suit-type Coats, M and B	36.2	Dz.
334	Other coats, M and B	41.3	Dz.
335	Coats, W, G, and I	41.3	Dz.
336	Dresses (Incl. uniforms)	45.3	Dz.
337	Playsuits, sunsuits, washsuits, creepers	25.0	Dz.
338	Knit shirts (Incl. T-shirts, other and sweatshirts) M and B	7.2	Dz.
339	Knit shirts and Blouses (Incl. T-shirts, other and sweatshirts), W, G, and I	7.2	Dz.
340	Shirts, N.K.	24.0	Dz.
341	Blouses, N.K.	14.5	Dz.
342	Skirts	17.8	Dz.
345	Sweaters	36.8	Dz.
347	Trousers, slacks and shorts (outer) M and B	17.8	Dz.
348	Trousers, slacks and shorts (outer) W, G, and I	17.8	Dz.
349	Brassieres, etc.	4.8	Dz.
350	Dressing gowns, incl. bathrobes, and beachrobes, house coats and others	51.0	Dz.
351	Pajamas and other nightwear	52.0	Dz.
352	Underwear (incl. union suits)	11.0	Dz.
359	Other apparel	4.6	Lbs.
Wool			
431	Gloves	2.1	Pr.
432	Hosiery	2.8	Pr.
433	Suit-type coats, M and B	36.0	Dz.
434	Other coats, M and B	54.0	Dz.

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Category		Description	Conversion Factor	Unit of Measure
Apparel—Continued				
Wool—Continued				
	435	Coats, W, G, and I	54. 0	Dz.
	436	Dresses	49. 2	Dz.
	438	Knit shirts and Blouses	15. 0	Dz.
	440	Shirts and Blouses, N.K.	24. 0	Dz.
	442	Skirts	18. 0	Dz.
	443	Suits, M and B	54. 0	Dz.
	444	Suits, W, G, and I	54. 0	Dz.
	445	Sweaters, M and B	14. 88	Dz.
	446	Sweaters, W, G, and I	14. 88	Dz.
	447	Trousers, Slacks, and Shorts (outer) M and B	18. 0	Dz.
	448	Trousers, Slacks and Shorts (outer) W, G, and I	18. 0	Dz.
	459	Other wool apparel	2. 0	Lb.
Man-made Fiber				
	630	Handkerchiefs	1. 7	Dz.
	631	Gloves	3. 5	DPR.
	632	Hosiery	4. 6	DPR.
	633	Suit-type coats, M and B	36. 2	Dz.
	634	Other coats, M and B	41. 3	Dz.
	635	Coats, W, G, and I	41. 3	Dz.
	636	Dresses	45. 3	Dz.
	637	Playsuits, Sunsuits, Washsuits, etc.	21. 3	Dz.
	638	Knit shirts (Incl. T-shirts), M and B	18. 0	Dz.
	639	Knit shirts and Blouses (Incl. T-shirts), W, G, and I	15. 0	Dz.
	640	Shirts, N.K.	24. 0	Dz.
	641	Blouses, N.K.	14. 5	Dz.
	642	Skirts	17. 8	Dz.
	643	Suits, M and B	54. 0	Dz.
	644	Suits, W, G, and I	54. 0	Dz.
	645	Sweaters, M and B	36. 8	Dz.
	646	Sweaters, W, G, and I	36. 8	Dz.
	647	Trousers, Slacks and Shorts (Outer) M and B	17. 8	Dz.
	648	Trousers, Slacks and Shorts (outer), W, G, and I	17. 8	Dz.
	649	Brassieres, etc.	4. 8	Dz.
	650	Dressing gowns, Incl. Bath and Beach Robes	51. 0	Dz.
	651	Pajamas and Other Nightwear	52. 0	Dz.
	652	Underwear	16. 0	Dz.
	659	Other Apparel	7. 8	Lb.
Made-ups and Misc. Cotton				
	360	Pillowcases	1. 1	No.
	361	Sheets	6. 2	No.
	362	Bedspreads and Quilts	6. 2	No.
	363	Terry and Other pile towels	0. 5	No.
	369	Other cotton manufactures	4. 6	Lb.

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Category	Description	Conversion Factor	Unit of Measure
Fabric—Continued			
Wool			
464	Blankets and Auto robes	1. 3	Lb.
465	Floor covering	0. 1	SFT.
469	Other wool manufactures	2. 0	Lb.
Man-made Fiber			
665	Floor coverings	0. 1	SFT.
666	Other furnishings	7. 8	Lb.
669	Other man-made manufactures	7. 8	Lb.

ANNEX B

Specific Limits

Category	Units	First Year	Second Year	Third Year	Fourth Year
GROUP I					
604	SYE	4, 500, 000	4, 792, 500	5, 104, 013	5, 435, 773
GROUP II					
331	DOZ	508, 200	541, 233	576, 413	613, 880
340	DOZ	270, 635	288, 266	306, 961	326, 913
333/334/335	DOZ	66, 418	70, 735	75, 333	80, 230
(333)	[1]	[1]	[1]	[1]	[1]
(334)	[1]	[1]	[1]	[1]	[1]
(335)	[1]	[1]	[1]	[1]	[1]
338/339	DOZ	338, 281	413, 519	440, 398	469, 024
(339)	DOZ	(155, 000)	(165, 075)	(175, 805)	(187, 232)
347/348	DOZ	153, 000	162, 945	173, 536	184, 816
(348)	DOZ	(80, 000)	(85, 200)	(90, 738)	(96, 636)
638/639	DOZ	160, 000	170, 400	181, 476	193, 272
GROUP III					
445/446	DOZ	24, 567	24, 813	25, 061	25, 311

[1] See paragraph 8 for sub-category limit provisions. [Footnote in the original.]

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The Malaysian Secretary General, Ministry of Trade and Industry, to the American Ambassador

MINISTRY OF
TRADE AND INDUSTRY
MALAYSIA

Telefon:
Telegram: DAGANG, KUALA LUMPUR
Fail Tuan:
Fail Kita: BPA.C&I(T)Y.1221:7/X

KEMENTERIAN
PERDAGANGAN DAN PERINDUSTRIAN
MALAYSIA
BLOK 10, KOMPLEKS PEJABAT-
PEJABAT KERAJAAN,
JALAN DUTA,
KUALA LUMPUR 11-04

27th February 1981

H.E. Barbara Watson
Ambassador of the United
States of America
A.I.A. Building
Jalan Ampang
Kuala Lumpur

Excellency,

I refer to your letter of December 5, 1980 concerning the exports of cotton, wool and man-made fiber textiles and textile products from Malaysia to the United States of America, which reads as follows:

"I have the honor to refer to the Arrangement Regarding International Trade in Textiles, with Annexes, done at Geneva on December 20, 1973 and extended by Protocol adopted on December 14, 1977 at Geneva (hereinafter referred to as the Arrangement).

I have also the honor to refer to discussions held in Geneva in July and in Kuala Lumpur in October 1980 between representatives of the Government of the United States of America and the Government of Malaysia concerning exports to the United States of America of cotton, wool, and man-made fiber textiles and textile products manufactured in Malaysia. As a result of these discussions, and in conformity with Article 4 of the Arrangement, I have the honor to propose, on behalf of the Government of the United States of America, the following Agreement relating to trade in cotton, wool, and man-made fiber textiles and textile products between the Government of the United States of America and the Government of Malaysia.

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1. The term of the Agreement shall be the four year period from January 1, 1981 through December 31, 1984. Each "Agreement year" shall be a calendar year.

2. (A) The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing the Agreement.

(B) For purposes of this Agreement, the categories listed below are merged and treated as single categories and sub-categories as indicated:

Categories Merged	Designation in Agreement	Sub-categories
333,334,335	333/334/335	333,334,335
638,639	638/639	None
338,339	338,339	339
347,348	347/348	348
445,446	445/446	None

3. Textiles and textile products covered by the Agreement shall be classified in three groups, as follows:

GROUP I — Yarns, fabrics, made-up goods, and miscellaneous textile products of cotton and man-made fibers: (Categories 300-330, 360-369, 600-630, 660-669).

GROUP II — Apparel of cotton and man-made fibers: (Categories 331-359, 631-659).

GROUP III — Wool textiles and textile products: (Categories 400-469).

The determination of whether a textile or textile product is of cotton, wool, or man-made fiber shall be made in accordance with the terms of paragraph 12. The categories referred to in the above definitions are those summarized in Annex A.

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4. Commencing with the first Agreement year, and during the subsequent term of the Agreement, the Government of Malaysia shall limit annual exports from Malaysia to the United States of America of those cotton, wool and man-made fiber textiles and textile products in the categories and sub-categories contained in Annex B to the limits shown therein and in paragraph 8. Such limits may be adjusted in accordance with paragraphs 5 (swing) and 6 (carryover/carryforward). Exports are subject to limits or levels for the year in which exported. The limits as set out in Annex B do not include the adjustments permitted under paragraphs 5 and 6.

5. During any Agreement year, any specific limit or sub-limit set out in Annex B may be exceeded by not more than 5 percent (swing) if a corresponding reduction is made in one or more other specific limits in the same group during the same Agreement year.

If recourse is had to this paragraph, the Government of Malaysia shall indicate to the Government of the United States which specific limits or sub-limits it intends to exceed and which it wishes decreased.

Adjustments made pursuant to this paragraph are in addition to those permitted under paragraph 6.

6. In any Agreement year, in addition to any adjustment pursuant to paragraph 5, exports may exceed by a maximum of 11 percent any limit set out in Annex B by allocating to such limit for that Agreement year an unused portion of the corresponding limit for the previous Agreement year ("carryover") or a portion of the corresponding limit for the succeeding Agreement year ("carryforward") subject to the following conditions:

(1) Carryover may be utilized as available up to 11 percent of the receiving Agreement year's limits;

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(2) The combination of carryover and carryforward shall not exceed 11 percent of the receiving Agreement year's applicable limit in any Agreement year;

(3) Carryforward may be utilized up to 6 percent of the receiving Agreement year's applicable limits and shall be charged against the immediately following Agreement year's corresponding limits;

(4) (A) Carryover of shortfall (as defined below) shall not be applied to any limits until the Governments of the United States of America and Malaysia have agreed upon the amounts of shortfall involved.

(B) For purposes of the Agreement, a shortfall occurs when exports of textiles or textile products from Malaysia to the United States of America during an Agreement year are below any applicable specific limit or sub-limit as set out in Annex B. In the Agreement year following the shortfall, such exports from Malaysia to the United States of America may be permitted to exceed the applicable limits, subject to conditions set forth above, by carryover of shortfall in the following manner:

(1) The carryover shall not exceed the amount of shortfall in any applicable limit;

(2) The shortfall shall be used in the category in which the shortfall occurred.

7. Categories not subject to specific limits (nor to designated consultation limits, if any are established under this Agreement) are subject to the consultation mechanism set forth below:

(A) In the event that the Government of the United States of America believes that imports from Malaysia classified in any category or categories in Annex A not covered by specific limits are, due to

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market disruption or the threat thereof, threatening to impede the orderly development of trade between the two countries, the Government of the United States of America may request consultations with the Government of Malaysia with a view to avoiding such market disruption. The Government of the United States of America shall provide the Government of Malaysia at the time of the request with data similar to that envisioned in Annex A of the Arrangement Regarding International Trade in Textiles which, in the view of the Government of the United States of America show: 1) the existence of market disruption, and 2) the role of exports from Malaysia of the product or products concerned from Malaysia in that disruption.

(B) The Government of Malaysia agrees to consult with the Government of the United States of America within 30 days of receipt of the request for consultations. Both Governments agree to make every effort to reach agreement on a mutually satisfactory resolution of the issue within 60 days of the receipt of the request.

(C) During the 60 day period, the Government of Malaysia agrees to hold its shipments to the United States in the pertinent category or categories to a level no greater than 30 percent of the amount entered in the first 12 of the most recent 14 months preceding the date of request.

(D) (1) If no mutually satisfactory solution is reached in consultations, the Government of the United States may establish a specific limit for the category concerned, the level of which will not be less than the amount entered during the first 12 of the most recent 14 months preceding the date of request plus 20 percent in the case of cotton and man-made fiber categories or plus 6 percent in the case of wool categories.

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(2) Any specific limit established pursuant to this paragraph will increase in succeeding Agreement years by 6.5 percent per year in the case of cotton and man-made fiber categories and by 1 percent per year in the case of wool categories.

8. Within the specific limit for merged category 333/334/335, including any adjustments made pursuant to paragraphs 5 and 6, shipments under any of the individual sub-categories within any Agreement year shall not exceed 50 percent of the adjusted specific limit for this merged category.

9. In accordance with Article 12, paragraph 3 of the Arrangement, and subject to the establishment of a mutually agreed upon certification system, Malaysian exports of handloom fabrics of the cottage industry or hand-made cottage industry products made of such hand-loom fabrics, or traditional folklore handicraft textile products, will not be subject to the provisions of the Agreement.

10. The Government of Malaysia shall use its best efforts to space exports from Malaysia to the United States within each category evenly throughout the Agreement year, taking into consideration normal seasonal factors. Exports from Malaysia in excess of authorized levels for each Agreement year, if allowed entry into the United States, will be charged to the applicable level for the succeeding Agreement year. The Government of the United States will promptly notify the Government of Malaysia of any such charges and will be prepared to consult concerning differences in data.

11. The Government of the United States of America shall promptly supply the Government of Malaysia with monthly data on imports of textiles from Malaysia, and the Government of Malaysia shall promptly supply the Government of the United States of America with monthly data on exports of textiles to the United States. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

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12. (A) Tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products (being products which derive their chief characteristics from their textile components) of cotton, wool, man-made fibers or blends thereof, in which any or all of these fibers in combination represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product, are subject to the Agreement.

(B) For the purposes of the Agreement, textiles and textile products shall be classified as cotton, wool, or man-made fiber textiles if wholly or in chief value of either of these fibers.

(C) Any product covered by sub-paragraph (A) but not in chief value of cotton, wool, or man-made fiber shall be classified as:

(I) Cotton textiles if containing 50 percent or more by weight of cotton or if the cotton component exceeds by weight the wool and man-made fiber components;

(II) Wool textiles if not cotton and the wool equals or exceeds 17 percent by weight of all component fibers:

(III) Man-made fiber textiles if neither of the foregoing applies.

13. The Government of the United States of America and the Government of Malaysia agree to consult on any question arising in the implementation of the Agreement.

14. Mutually satisfactory administrative arrangements or adjustments may be made to resolve problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

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15. If, having regard to the provisions of the Arrangement, the Government of Malaysia considers that Malaysia is being placed in an inequitable position vis-a-vis a third country, the Government of Malaysia may request consultations with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modification to this Agreement. The Government of the United States of America shall consult with the Government of Malaysia in the event of such a request.

16. For the duration of the Agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraints on the export from Malaysia of textiles covered by the Agreement.

17. The Government of Malaysia shall administer its export control system under this Agreement. The Government of the United States of America may assist the Government of Malaysia in implementing the limitation provisions of the Agreement by controlling its imports of the textiles covered by the Agreement.

18. Either Government may terminate the Agreement effective at the end of any Agreement year by written notice to the other Government to be given at least 90 days prior to the end of such Agreement year.

19. The Government of the United States of America and the Government of Malaysia may at any time propose revisions in the terms of this Agreement. Each Government agrees to consult promptly with the other Government about such proposals with a view to making such revisions to this Agreement, or taking such other appropriate action as may be mutually agreed upon.

If the foregoing proposal is acceptable to the Government of Malaysia this note and your note of acceptance on behalf of the Government of Malaysia shall constitute an Agreement between our two Governments."

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I have the honour to confirm that the proposal in your letter is acceptable to the Government of Malaysia and that Your Excellency's letter and this reply shall constitute an agreement between our two Governments.

Please accept, Your Excellency, the assurances of my highest consideration.

Yours sincerely,

(TAN SRI NASRUDDIN MOHAMED)
Secretary General
Ministry of Trade and Industry

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PAPUA NEW GUINEA

Aviation: Search and Rescue

Memorandum of understanding signed at Honolulu and Port Moresby November 8, 1980 and February 26, 1981;
Entered into force February 26, 1981.

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SEARCH AND RESCUE MEMORANDUM OF UNDERSTANDING

BETWEEN

THE SAR COORDINATOR, SOUTHWEST PACIFIC SAR SUBREGION
COMMANDER IN CHIEF, PACIFIC AIR FORCES
UNITED STATES OF AMERICA

AND

THE DIRECTOR OF CIVIL AVIATION
PAPUA NEW GUINEA

I. Under the provisions of the Convention on International Civil Aviation Organization (ICAO),[1] the Civil Aviation Agency, Papua New Guinea, is responsible for SAR within the Port Moresby Flight Information Region (FIR). Additionally, under the United States National SAR Plan and implementing directives, the Commander in Chief, Pacific Air Forces (CINCPACAF) has been delegated responsibility to function as Search and Rescue Coordinator (SAR COORD) for United States interests within the Southwest Pacific Subregion, which includes the Port Moresby FIR. He discharges this responsibility through the Western Pacific Rescue Coordination Center (WESTPAC RCC), Kadena Air Base, Japan. In recognition of the overlapping areas of responsibility described, this Memorandum of Understanding (MOU) is deemed necessary and appropriate.

II. The purpose of this agreement is to establish the relationship between the Civil Aviation Agency, Papua New Guinea, and the SAR COORD, Southwest Pacific Subregion (USAF) for mutual SAR operations within the Port Moresby FIR.

III. Signatories agree to the following:

1. The Civil Aviation Agency, Papua New Guinea, and the CINCPACAF SAR COORD, Southwest Pacific Subregion (USAF) will maintain RCCs equipped in accordance with the provisions of Annex 12, ICAO.

2. Information concerning current SAR resources available will be exchanged by each agency to facilitate knowledge of SAR capabilities.

3. SAR communications test exercises will be conducted at least once quarterly to assure availability in emergencies. Current SAR resources information may be included as part of the communications test.

IV. Specific Responsibilities of WESTPAC RCC:

1. In response to a United States military SAR incident in the Port Moresby FIR, the WESTPAC RCC will provide all possible assistance including, as necessary, the deployment of aircraft, support personnel and equipment, and SAR controllers to assist the Port Moresby RCC.

2. In response to requests for assistance in civil SAR incidents, WESTPAC RCC will provide, as necessary, SAR aircraft, support personnel and equipment, and SAR controllers on the basis of noninterference with United States military activities.

[1] TIAS 1591, 6605, 6681; 61 Stat. 1180; 19 UST 7693; 20 UST 718.

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V. Specific Responsibilities of the Port Moresby RCC:

1. Port Moresby RCC will respond to all SAR incidents within its area of responsibility and immediately notify the WESTPAC RCC of:

a. Any SAR incident which involves United States military personnel, aircraft, or vessel or civil aircraft/vessel under charter to United States Government.

b. Any United States assistance desired in the prosecution of SAR efforts involving civil incidents.

2. The Civil Aviation Agency will take steps to facilitate the temporary entry into the Port Moresby FIR of the United States military SAR forces required to assist in SAR operations.

VI. Command and control of United States military forces participating in a SAR mission will remain with the parent military authority, exercised through the assisting WESTPAC SAR COORD. The overall control of air traffic within the Port Moresby FIR will remain with the Civil Aviation Agency, Papua New Guinea.

VII. United States military aircraft will pay for maintenance, aircraft servicing and refueling incurred to commercial vendors in accordance with the USAF Foreign Clearance Guide. United States military aircraft responding to a request from Papua New Guinea for SAR assistance will be exempted from fees for en route navigation, landing and ground handling. The parties to this agreement, and their respective governments, expressly waive any and all claims against each other for damages to each other's property or equipment or for injuries to or the death of each other's agents or employees, provided such claims result or arise from, or are incident to, SAR activities performed pursuant to this agreement.

VIII. This MOU shall not be construed as an obstruction of prompt action by any agency or individual to aid persons in distress whenever or wherever found.

IX. This MOU may be revised or modified by mutual consent at any time. It will be reviewed annually by each signatory. If no revision is required, a letter to that effect will satisfy the annual review requirements.

X. This agreement shall become effective upon the date the signatures of the authorized representatives of both parties have been affixed and will terminate five years from the effective date. This agreement may be cancelled at any time by mutual consent, or by either party upon giving ninety days' notice to the other party.

JAMES D. HUGHES, Lt General, USAF
Commander in Chief
Pacific Air Forces

DATE: 8 November 1980

[1]
Director of Civil Aviation
Papua New Guinea

DATE: 26 February 1981

[1] J. Wal.

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HUNGARIAN PEOPLE'S REPUBLIC

Agricultural Trade and Cooperation

Joint statement signed at Washington May 13, 1981;
Entered into force May 13, 1981.

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JOINT STATEMENT ON THE DEVELOPMENT OF AGRICULTURAL TRADE AND COOPERATION BETWEEN THE UNITED STATES OF AMERICA AND THE HUNGARIAN PEOPLE'S REPUBLIC

The Department of Agriculture of the United States of America and the Ministry of Agriculture and Food of the Hungarian People's Republic, hereinafter collectively referred to as the Parties,

- Recognizing the steady improvement of relations between the two countries,

- Believing that the expansion of agricultural trade and cooperation would be of mutual benefit,

- Having expressed a desire to expand economic, scientific and technical cooperation in the field of agriculture,

Have agreed to the following statement:

ARTICLE I

In order to further promote the accomplishment of the objectives laid down in Article II of the Agreement on Trade Relations between the United States of America and the Hungarian People's Republic, signed on March 17, 1978, [1] in Budapest, the two Parties will strengthen and widen their collaboration in the field of agriculture.

In accordance with the principles and provisions set forth in the relevant agreements concluded between their two Governments, the two Parties declare their intention to expand bilateral agricultural trade, and to promote cooperation in agricultural science and technology between the ministries, research organizations and institutions of both countries. The Parties will consult on the situation and outlook for bilateral agricultural trade, and on measures to facilitate and enhance such trade.

The Parties will endeavor to promote harmonious development of agricultural cooperation and mutual benefit in the field of plant production, animal husbandry and related areas. In order to ensure the development of economic

[1] TIAS 8967; 29 UST 2711.

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relations, and to promote the flow of information, both Parties will, on a regular and timely basis, exchange data, forecasts and other information on production, utilization on trade of major agricultural commodities in their countries.

Joint activities for the promotion of economic contacts, and specification of the exchange of information will be determined by the two Parties in accordance with the agricultural policies of the respective countries and within the framework referred to in Article III.

ARTICLE II

In order to develop working relationships, both Parties will promote and facilitate joint activities and contacts between representatives of the parties and companies, associations, and educational and research institutions in both countries, and they will facilitate and promote joint research and exchange visits by agricultural researchers, specialists and scientific trainees.

Cooperative activities of mutual interest and benefit to the Parties may be identified by consultations between specialists associated with the Parties.

The Parties will also encourage training institutions, universities, private research organizations and cooperatives in each of their respective countries to undertake working contacts with similar entities located in the country of the other Party.

Scientific and technical cooperation between the Parties will be promoted according to the principles established under the relevant intergovernmental agreement.

Those entities referred to in Article II which cooperate with the Parties in seeking the objectives of this Joint Statement will be allowed maximum latitude in carrying out programs of mutual benefit to the Parties.

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ARTICLE III

In order to facilitate and promote cooperation between the Parties, the permanent Working Group on Agricultural Cooperation - co-chaired by representatives of the Parties - is confirmed under the Joint Statement, in accordance with the terms of reference attached to the Minutes of the Joint Economic and Commercial Committee signed in Budapest, March 9, 1979,[1] and with the Program of Cooperation and Exchanges in Culture, Education, Science and Technology signed October 25, 1979[2] in Washington, D.C.

The Working Group will hold meetings annually at a mutually agreed date or if practical at the times of the session of the Joint Economic and Commercial Committee, to discuss the implementation of the objectives set out in the present Joint Statement.

The entities referred to in Article II shall regularly inform the Working Group about their joint activities. Representatives of the Working Group will be present to provide information at annual sessions of the Joint Economic and Commercial Committee. The executive agents of the Program of Cooperation and Exchanges in Culture, Education, Science and Technology will also be informed of the activities of the Working Group.

In order to maintain the continuity of activities, the Parties will regularly assess and evaluate the accomplishments of tasks specified in the Joint Statement. The mutually adopted program for cooperation and the results attained will be taken down in the official proceedings at the Working Group sessions.

[1] Not printed.
[2] TIAS 9652; 31 UST 5009.

TIAS 10103

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ARTICLE IV

Subsequent to the signing of this Joint Statement, the Parties will develop their relations as specified. Cooperative activities will be undertaken in accordance with the laws of the two countries and as funds are available.

The Joint Statement will be effective for five years unless it is extended by mutual agreement. The Joint Statement may be made null and void six months after either Party's written notice. In the event of its recall, measures will be taken to complete ongoing activities.

Signed in Washington, D.C. May 13, 1981 in the English and Hungarian languages, each text being equally authentic.

For the Department of Agriculture
of the United States of America

[1]

For the Ministry of Agriculture
and Food of the Hungarian
People's Republic

[2]

[1] Seeley G. Lodwick.
[2] Imre Kovacs.

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KÖZÖS NYILATKOZAT

A Magyar Népköztársaság és az Amerikai Egyesült Államok közötti mezőgazdasági áruforgalmazás és együttmüködés fejlesztésére

A Magyar Népköztársaság Mezőgazdasági és Élelmezésügyi Minisztériuma és az Amerikai Egyesült Államok Mezőgazdasági Minisztériuma - továbbiakban együttesen a Felek -

- felismerve a két ország közötti kapcsolatok egyenletes javulását
- abban a meggyőződésben, hogy a mezőgazdasági árucsere forgalom és együttmüködés fokozása kölcsönösen előnyös,
- kifejezve azt a kívánságot, hogy a mezőgazdaság területén fejlesszék a gazdasági-, tudományos és müszaki együttmüködést

a következő nyilatkozatban állapodtak meg:

I.

A Magyar Népköztársaság és az Amerikai Egyesült Államok közötti kereskedelmi kapcsolatokról 1978. március 17-én Budapesten aláirt megállapodás II. fejezetében meghatározott feladatok megvalósitásának előmozditása érdekében a felek megerősitik és szélesitik együttmüködésüket a mezőgazdaság területén.

Összhangban a két kormány között megkötött vonatkozó megállapodásokban kifejtett elvekkel és rendelkezésekkel, a felek kinyilvánitják szándékukat a kétoldalu mezőgazdasági árucsere forgalom és mezőgazdasági tudományos és technológiai együttmüködés bővitésének előmozditására, a két ország

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mezőgazdasági minisztériumai, kutató intézetei és intézményei között. A Felek konzultálni fognak a kétoldalu mezőgazdasági kereskedelem helyzetéről, ennek jövőbeni kilátásairól, továbbá a kereskedelem előmozditására és növelésére teendő intézkedésekről.

A Felek törekednek a mezőgazdasági kooperáció harmónikus fejlesztésére és kölcsönös támogatására a növénytermesztésben, az állattenyésztésben és az azokhoz kapcsolódó területeken. A gazdasági kapcsolatok fejlesztésének biztositása és az információáramlás elősegitése érdekében a két Fél rendszeresen és időszakosan adatokat, előrejelzéseket, valamint a fő mezőgazdasági termékeknek az országaikban folyó termelésére, felhasználására és kereskedelmére vonatkozó egyéb információkat cserél.

A gazdasági kapcsolatok előmozditására irányuló közös tevékenységet és az információcserére vonatkozó előirásokat a két fél az országaik mezőgazdasági politikájával összhangban, valamint a III. cikkelyben előirányzott szervezeti kereten belül fogja meghatározni.

II.

A munkakapcsolatok fejlesztése érdekében mindkét fél elősegiti a partnerek, társaságok, szövetségek, oktatási és kutatóintézetek képviselői közötti érintkezést és közös tevékenységet. Elősegitik továbbá a közös kutatómunkát, valamint a mezőgazdasági kutatók, szakemberek és tudományos gyakornokok cserelátogatásait.

A közös érdekeltségre és támogatásra számot tartó kooperációs tevékenységi körök a felekkel kapcsolatban álló szakértők konzultációin határozhatók meg.

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A Felek ugyancsak ösztönözni fogják az oktatási intézményeket, egyetemeket, magán kutató intézeteket és szövetkezeteket arra, hogy munkakapcsolatba lépjenek a másik Fél országában található hasonló jellegü intézményekkel.

A Felek közötti müszaki-tudományos együttmüködés ösztönzése a vonatkozó kormányközi egyezményben lefektetett alapelveknek megfelelően történik.

A II. cikkely értelmében azok az intézmények, amelyek jelen Közös Nyilatkozat céljainak valóra váltása érdekében kooperációt hoznak létre, mindkét országban a legnagyobb mozgásszabadságot élvezhetik a kölcsönösen támogatott programok kivitelezése terén.

III.

A Felek közötti együttmüködés megkönnyitése és előmozditása céljából a Közös Nyilatkozat alapján - a Felek képviselőinek társelnöksége alatt - az állandó mezőgazdasági kooperációs munkacsoport, összhangban a gazdasági és kereskedelmi vegyesbizottság 1979. március 9-én Budapesten aláirt jegyzőkönyvéhez csatolt müködési szabályzattal és az 1979. október 25-án Washingtonban aláirt Kulturális, Oktatási és Müszaki-Tudományos Együttmüködési Csereprogrammal, megerősitésre kerül.

A munkacsoport kölcsönösen megállapodott időpontban, vagy ha célszerü, a gazdasági és kereskedelmi vegyesbizottság üléseinek időpontjában évenként tartja üléseit, a jelen Közös Nyilatkozatban meghatározott célkitüzések végrehajtásának megvitatására.
A II. cikkelyben emlitett intézmények a munkacsoportot közös tevékenységükről rendszeresen tájékoztatni fogják. A munkacsoport képviselői a gazdasági és kereskedelmi vegyesbizottság évenkénti ülésein jelen lesznek és tájékoztatást adnak.

TIAS 10103

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A munkacsoport tevékenységéről szintén tájékoztatják a kulturális, oktatási és müszaki-tudományos együttmüködési és csereprogram végrehajtó képviseleteit.
A folyamatos tevékenység fenntartása céljából a Felek rendszeresen értékelik a Közös Nyilatkozatban meghatározott feladatok teljesitését. A közösen elfogadott együttmüködési programokat és az elért eredményeket a munkacsoport üléseinek hivatalos jegyzőkönyveiben rögzitik.

IV.

Jelen Közös Nyilatkozat aláirását követően, azzal összhangban a Felek fejleszteni fogják kapcsolataikat. A kooperációs tevékenységet a két ország törvényei és a rendelkezésre álló pénzügyi eszközök alapján valósitják meg.

A Közös Nyilatkozat öt évre szól, ha csak annak hatályát közös megállapodás alapján ki nem terjesztik. A Közös Nyilatkozat semissé válik, bármely fél irásbeli felmondását követő hat hónap mulva. Ilyen esetben a folyamatban lévő tevékenységek befejezésére intézkedést kell tenni.

Aláirva Washingtonban angol és magyar nyelven. Mindkét szöveg egyaránt hiteles.

A Magyar Népköztársaság
Mezőgazdasági és Élelmezésügyi Minisztériuma
nevében

Az Amerikai Egyesült Államok
Mezőgazdasági Minisztériuma
nevében

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SAUDI ARABIA

Technical Cooperation: Tax Administration and Training

Agreement signed at Riyadh May 17, 1981;
Entered into force September 24, 1981.

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AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES AND THE GOVERNMENT OF SAUDI ARABIA FOR TECHNICAL COOPERATION IN TAX ADMINISTRATION AND TRAINING

TIAS 10104

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Article 1

SCOPE

The Internal Revenue Service (IRS) of the Department of the Treasury (Treasury) of the United States of America hereby agrees with the Zakat and Income Tax Department (ZITD) of the Ministry of Finance and National Economy (MFNE) of the Kingdom of Saudi Arabia to establish an audit training program in the United States for ZITD auditors and to provide technical assistance to ZITD in the fields of tax management and administration and data collection and processing.

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Article 2

AUTHORIZATION

The project will be carried out under the auspices of the United States - Saudi Arabian Joint Commission on Economic Cooperation and in accordance with the provisions of the Technical Cooperation Agreement between the Governments of the United States and Saudi Arabia signed on February 13, 1975,[1] and extended on November 23, 1979,[2] which is hereby incorporated by reference and becomes part of this agreement.

[1] TIAS 8072; 26 UST 880.
[2] Should read "November 25, 1979". TIAS 9691; 31 UST 5889.

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Article 3

SERVICES

1. IRS will provide specialized training for approximately nine (9) tax auditors of ZITD in analytical and examination techniques for use in field audits. IRS will develop material specifically for two (2) training sessions which will be six (6) weeks in duration each and held at IRS Training Centers in the United States. Additional training sessions may be conducted in Saudi Arabia, if needed, subject to the mutual agreement of IRS and ZITD.

2. IRS will assign long-term and short-term personnel to Saudi Arabia to acquaint ZITD with: A - The most modern auditing systems, B - The review of accounts, C - Tax processing technically and administratively, D - Field auditing systems, and E - Any other technical matters required for the ZITD's work". The long-term personnel shall consist of one (1) tax administration advisor with broad experience in tax management and compliance and one (1) senior data processing advisor. Short-term advisors will be provided as required, to assist the long-term personnel provide services under the project.

3. The training program in the United States and the technical assistance to ZITD in Saudi Arabia will follow the general guidelines in the reports prepared by IRS entitled "Tax Audit Training Survey of the Kingdom of Saudi Arabia, July 1980" and "Income Tax Administration in the Kingdom of Saudi Arabia, December 1980". These reports are hereby incorporated by reference and become part of this agreement.

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Article 4

COORDINATION

1. IRS and ZITD shall each appoint an individual responsible for the coordination of the work under the project.

2. Overall coordination of the project with other activities of the United States - Saudi Arabian Joint Commission on Economic Cooperation and the provision of certain administrative facilities shall be the responsibility of Treasury.

3. The office of the Joint Economic Commission in Riyadh shall be the point of contact for all communications between IRS and Treasury and ZITD and MFNE.

4. IRS and ZITD shall be responsible for the coordination and implementation of all technical aspects of the project.

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Article 5

LOCAL SUPPORT

1. ZITD shall support the project by:

a. identifying appropriate ZITD personnel to work with the U.S. personnel assigned to the project;

b. providing all available data which may be needed by the U.S. personnel assigned to the project;

c. providing adequate office space, office furnishings, utilities, telephone facilities, supplies, and maintenance and upkeep of such office space for each advisor assigned to Saudi Arabia under this project;

d. providing interpreter and translator services as needed; and

e. providing other related support as may be appropriate to the conduct by the experts of their official advisory duties.

2. IRS and Treasury may use funds deposited for the project by the Government of Saudi Arabia in the dollar trust account, to provide the supplies and services mentioned in this Article to the extent they are not provided by the Government of Saudi Arabia.

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Article 6

FORCE MAJEURE

If any party to the agreement is rendered unable because of "force majeure" to perform its responsibilities under the project, these responsibilities shall be suspended during the period of continuance of such inability. The term force majeure means acts of God, acts of the public enemy, war, civil disturbance, and other similar events not caused by nor within the control of the parties. During the period of suspension of performance caused by force majeure, Treasury may continue to pay normal costs of maintaining project personnel from funds advanced to the United States Government by the Saudi Arabian Government. In the event of suspension of a party's duties under the project because of force majeure, the parties shall consult and endeavor jointly to resolve any difficulties.

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Article 7

ESTIMATED BUDGET

Formal budgets shall be submitted annually to MFNE by Treasury. The total cost for the first year of the project is estimated to be $717,000. The first year budget is attached as an Annex to this agreement.

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Article 8

DOLLAR TRUST ACCOUNT

The Government of Saudi Arabia agrees to deposit in the dollar trust account in the United States Treasury the sum of $717,000 to cover the costs of the first year activities.

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Article 9

ENTRY INTO FORCE, DURATION, AMENDMENT,

AND TERMINATION

1. This agreement shall enter into force upon deposit by the Government of Saudi Arabia of the sum described in Article 8. above.[1]

2. This agreement shall remain in effect for three years or until terminated by the parties hereto, in accordance with paragraph (4) below, or the termination of the Technical Cooperation agreement whichever shall occur first.

3. This agreement and the Annexes thereto may be amended or extended by the mutual written agreement of the parties.

4. This agreement may be terminated at any time at the discretion of either Government upon sixty (60) days written notice.

Done in Riyadh, Saudi Arabia, this 17th day of May, 1981.

For the
United States of America

Donald T. Regan [2]
Department of the Treasury

For the
Kingdom of Saudi Arabia

[3]
Ministry of Finance and
National Economy

[1] Sept. 24, 1981.
[2] Donald T. Regan.
[3] Muhammad Ibn Ali Aba Al-Khayl.

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Annex

Budget

First Year Activity

PERSONNEL COMPENSATION AND BENEFITS	$264,226
TRAVEL AND TRANSPORTATION	100,038
HOUSING AND RELATED EXPENSES	134,990
OTHER COSTS	217,241
TOTAL COSTS	$716,495

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JAPAN

Atomic Energy: Reprocessing of Special Nuclear Material

Agreements extending the agreement of September 12, 1977.
Signed at Washington February 24, 1981;
Entered into force February 24, 1981.
With exchange of notes.
And exchange of notes
Dated at Washington June 1, 1981;
Entered into force June 1, 1981.

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Joint Determination for Reprocessing of
Special Nuclear Material of United States Origin

On the basis of the understandings, principles and intentions set out in the Communique of the Government of Japan and the Government of the United States of America issued on September 12, 1977,[1] taken together with the modifications contained in the Note Verbale of the Embassy of Japan dated July 23, 1980, and the Note of the Secretary of State dated July 25, 1980,[2] as well as the Notes Verbales exchanged between the two Governments today; and

In view of Japan's continued adherence to the Treaty on the Non-Proliferation of Nuclear Weapons[3] and its undertakings therein with respect to safeguards, the limited amount of plutonium involved, the carefully monitored experimental character of the process involved, and the provisions for the application of effective safeguards by the International Atomic Energy Agency and for advanced safeguards experimentation;

1. The Government of Japan and the Government of the United States of America hereby jointly determine pursuant to Article VIII C of the Agreement for Cooperation Between the Government of Japan and the Government of the United States of America Concerning Civil Uses of Atomic Energy of February 26, 1968, as amended,[4] that the provisions of Article XI of that Agreement may be effectively applied to the reprocessing during the period through June 1, 1981 in the Tokai Reprocessing Facility of the Power Reactor and Nuclear Fuel Development Corporation of irradiated fuel elements containing up to an

[1] TIAS 8734; 28 UST 8008.
[2] TIAS 9821; 32 UST 2097.
[3] Done July 1, 1968. TIAS 6839; 21 UST 483.
[4] TIAS 6517, 7306, 7758; 19 UST 5225; 23 UST 275; 24 UST 2323.

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additional 50 tonnes of fuel material received from the United States of America, over and above the 99 tonnes of fuel material mentioned in paragraph 1 of the Joint Determination of September 12, 1977.

2. No determination is now being made as to whether safeguards can be effectively applied to Purex reprocessing plants in general.

3. There is no change in the requirement for subsequent determinations as to whether the provisions of Article XI may be effectively applied to the reprocessing or other alteration in form or content of any special nuclear material or irradiated fuel elements subject to Article VIII C beyond the irradiated fuel elements to be reprocessed during the period mentioned in paragraph 1 above. However, the United States of America would be prepared to enter into an affirmative joint determination, if the mode of operating the said Facility is converted to full-scale coprocessing, subject to the requirements of its laws and mutual agreement on the scope and character of the coprocessing operation.

[1]
For the Government of the United States of America:

February 24, 1981

[2]
For the Government of Japan:

[1] Thomas R. Pickering.
[2] Kiyoshi Sumiya.

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[EXCHANGE OF NOTES]

The Secretary of State to the Japanese Ambassador

The Secretary of State presents his compliments to His Excellency the Ambassador of Japan and, with reference to the Joint Determination of February 24, 1981 (hereinafter referred to as "the Joint Determination"), has the honor to inform the latter as follows:

1. The Government of the United States of America considers it appropriate that the actions of the two countries during the period through June 1, 1981 will continue to be guided by the understandings, principles and intentions set out in the Joint Communique of the Government of Japan and the Government of the United States of America issued on September 12, 1977 (hereinafter referred to as "the Joint Communique"), taken together with the modifications contained in the Embassy's Note Verbale dated July 23, 1980, as well as in the Note of the Secretary of State dated July 25, 1980, except as modified herein. As is mentioned in paragraph 1 of the Joint Determination, the period of operation of the Tokai Reprocessing Facility will be extended through June 1, 1981.

2. The Government of the United States of America reaffirms the importance attached to effective International Atomic Energy Agency (hereinafter referred to as the "IAEA") safeguards at the Tokai Reprocessing Facility of the Power Reactor and Nuclear Fuel Development Corporation (hereinafter referred to as "the Facility"), as expressed in paragraph III 6 of the Joint Communique, and understands that:

(i) The Government of Japan will continue to support improvements in safeguards effectiveness through the testing of advanced safeguards instrumentation and techniques, begun under the Tokai Advanced Safeguards Technology Exercise (hereinafter referred to as "the TASTEX") program.

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(ii) The Government of Japan will take those steps which are necessary on its part to facilitate the incorporation into the existing safeguards procedures, during the period mentioned in paragraph 1 of the Joint Determination, of such elements of the TASTEX program as are identified by the IAEA for improving the effectiveness of safeguards at the Facility as well as other elements necessary for effective safeguards procedures. The latter would include measures designed to achieve: timely and independent IAEA verification of material balances in processing and in plutonium storage; improvements in containment and surveillance measures for spent fuel and other nuclear material; and timely and efficient performance of IAEA activities.

(iii) The Government of Japan will cooperate with the IAEA at an early stage in facilitating the application of safeguards at the conversion facility to be constructed.

(iv) The Government of Japan will, as stated in the final paragraph of the Joint Communique, participate in regular consultations on the actual implementation of IAEA safeguards at the Facility and on progress with respect to improvements in these safeguards including those mentioned above.

T R P

DEPARTMENT OF STATE,
WASHINGTON, *February 24, 1981*

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The Japanese Embassy to the Department of State

EMBASSY OF JAPAN
WASHINGTON

February 24, 1981

P-15

The Embassy of Japan presents its compliments to the Department of State and, with reference to the Joint Determination of February 24, 1981 (hereinafter referred to as "the Joint Determination"), has the honour to inform the latter as follows:

1. The Government of Japan considers it appropriate that the actions of the two countries, during the period through June 1, 1981 will continue to be guided by the understandings, principles and intentions set out in the Joint Communique of the Government of Japan and the Government of the United States of America issued on September 12, 1977 (hereinafter referred to as "the Joint Communique"), taken together with the modifications contained in the Embassy's Note Verbale dated July 23, 1980, as well as in the Note of the Secretary of State dated July 25, 1980, except as modified herein.
As is mentioned in paragraph 1 of the Joint Determination, the period of operation of the Tokai Reprocessing Facility will be extended through June 1, 1981.

2. The Government of Japan reaffirms the importance attached to effective International Atomic Energy Agency (hereinafter referred to as the "IAEA") safeguards at the Tokai Reprocessing Facility of the Power Reactor and Nuclear Fuel Development Corporation (hereinafter referred to as "the Facility"), as expressed in paragraph III 6 of the Joint Communique, and confirms the following:

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(i) The Government of Japan will continue to support improvements in safeguards effectiveness through the testing of advanced safeguards instrumentation and techniques, begun under the Tokai Advanced Safeguards Technology Exercise (hereinafter referred to as "the TASTEX") program.

(ii) The Government of Japan will take those steps which are necessary on its part to facilitate the incorporation into the existing safeguards procedures, during the period mentioned in paragraph 1 of the Joint Determination, of such elements of the TASTEX program as are identified by the IAEA for improving the effectiveness of safeguards at the Facility as well as other elements necessary for effective safeguards procedures. The latter would include measures designed to achieve: timely and independent IAEA verification of material balances in processing and in plutonium storage; improvements in containment and surveillance measures for spent fuel and other nuclear material; and timely and efficient performance of IAEA activities.

(iii) The Government of Japan will cooperate with the IAEA at an early stage in facilitating the application of safeguards at the conversion facility to be constructed.

(iv) The Government of Japan will, as stated in the final paragraph of the Joint Communique, participate in regular consultations on the actual implementation of IAEA safeguards at the Facility and on progress with respect to improvements in these safeguards including those mentioned above.

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The Embassy of Japan avails itself of this opportunity to renew to the Department of State the assurances of its highest consideration.

TIAS 10105

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The Secretary of State to the Japanese Ambassador

The Secretary of State presents his compliments to His Excellency the Ambassador of Japan and, with reference to the "Joint Determination for Reprocessing of Special Nuclear Material of United States Origin", dated February 24, 1981 and the communications of the same date between the two governments related thereto, has the honor to inform His Excellency the Ambassador of Japan of the understanding of the United States Government that the said Joint Determination, together with the contents of the said communications, will continue in effect through October 31, 1981, on the shared understanding that the two governments will endeavor to reach a long term resolution on the subject matters of the above-mentioned documents by that date.

Department of State,

Washington, June 1, 1981

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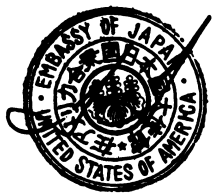
The Japanese Embassy to the Department of State

EMBASSY OF JAPAN
WASHINGTON

June 1, 1981

P-38

The Embassy of Japan presents its compliments to the Department of State and, with reference to the "Joint Determination for Reprocessing of Special Nuclear Material of United States Origin", dated February 24, 1981 and the communications of the same date between the two Governments related thereto, has the honour to inform the Department of State of the understanding of the Government of Japan that the said Joint Determination, together with contents of the said communications, will continue in effect through October 31, 1981, on the shared understanding that the two Governments will endeavor to reach a long term resolution on the subject matters of the above-mentioned documents by that date.



TIAS 10105

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MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement amending the agreement of July 25, 1980.
Effected by exchange of letters
Signed at Mexico December 2, 1980;
Entered into force December 2, 1980.

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The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
México, D.F.

December 2, 1980

His Excellency
Licenciado Oscar Flores
Attorney General of the Republic
E.C. Lázaro Cárdenas No. 9
México 1, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between México and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of México, represented by the Office of the Attorney General, and to increase by U.S. $1,250,000 the funding provided by our exchange of letters dated July 25, 1980,[1] for the procurement of light helicopters. It is further understood that the purpose of these funds is for opium poppy eradication and narcotics interdiction.

The Government of the United States therefore agrees to delete the word, "one (1)," in the first line of the second paragraph of our letter dated July 25, 1980, and to substitute therefor the word, "five (5)," and to delete the phrase, "Three Hundred Thousand Dollars (U.S. $300,000) in the same paragraph, and to substitute therefor the phrase, "One Million, Five Hundred and Fifty Thousand Dollars (U.S. $1,550,000)."

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of México in relation to the narcotics control effort of the Government of México remain in full force and effect, and applicable to this agreement unless otherwise expressly modified herein.

If the foregoing is acceptable to the Government of México, this letter and your reply will constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

Julian Nava
Ambassador

[1] TIAS 9822; 32 UST 2105.

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The Mexican Attorney General to the American Ambassador

PROCURADURIA GENERAL
DE LA
REPUBLICA

MÉXICO, D.F., DICIEMBRE 2 DE 1980.

EXCELENTISIMO SEÑOR
JULIAN NAVA,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
PRESENTE.

EXCELENTÍSIMO SEÑOR EMBAJADOR:

ME ES GRATO DAR RESPUESTA A SU ATENTA COMUNICACIÓN DEL DÍA DE HOY, CUYO TEXTO TRADUCIDO AL ESPAÑOL ES EL SIGUIENTE:

"CONFIRMANDO RECIENTES CONVERSACIONES ENTRE FUNCIONARIOS DE NUESTROS GOBIERNOS RELATIVAS A LA COOPERACIÓN ENTRE MÉXICO Y LOS ESTADOS UNIDOS PARA FRENAR EL TRÁFICO ILEGAL DE ESTUPEFACIENTES, ME COMPLACE COMUNICARLE QUE EL GOBIERNO DE LOS ESTADOS UNIDOS REPRESENTADO POR LA EMBAJADA DE LOS ESTADOS UNIDOS DE AMÉRICA, ESTÁ DISPUESTO A ENTRAR EN ARREGLOS COOPERATIVOS ADICIONALES CON EL GOBIERNO DE MÉXICO, REPRESENTADO POR LA PROCURADURÍA GENERAL DE LA REPÚBLICA, Y AUMENTAR POR U.S. $1,250,000 LOS FONDOS PROPORCIONADOS POR MEDIO DE NUESTRA CARTA FECHADA 25 DE JULIO DE 1980, PARA LA ADQUISICIÓN DE HELICÓPTEROS LIGEROS. ADEMÁS, SE TIENE POR ENTENDIDO QUE EL PROPÓSITO DE ESTOS FONDOS ES PARA LA DESTRUCCIÓN DE AMAPOLA DE OPIO Y LA INTERCEPTACIÓN DE ESTUPEFACIENTES.

EL GOBIERNO DE LOS ESTADOS UNIDOS, POR LO TANTO, ESTÁ DE ACUERDO EN SUPRIMIR LA PALABRA, "UN (1)," EN EL SEGUNDO RENGLÓN DEL SEGUNDO PÁRRAFO DE NUESTRA CARTA DE FECHA 25 DE JULIO DE 1980, Y SUBSTITUIR CON LA PALABRA, "CINCO (5)," ADEMÁS DE SUPRIMIR LA FRASE "TRESCIENTOS MIL DÓLARES (U.S. $300,000)" EN EL MISMO PÁRRAFO Y SUBSTITUIR LA FRASE, "UN MILLÓN, QUINIENTOS CINCUENTA MIL DÓLARES (U.S. $1,550,000)."

SE TIENE POR ENTENDIDO QUE TODAS LAS DISPOSICIONES RESTANTES DE TODOS LOS ACUERDOS PREVIOS ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS Y EL GOBIERNO DE MÉXICO EN RELACIÓN A LOS ESFUERZOS DEL GOBIERNO DE MÉXICO PARA FRENAR EL TRÁFICO ILEGAL DE ESTUPEFACIENTES PERMANECEN EN PLENO VIGOR Y EFECTO Y SON APLICABLES A ESTE ACUERDO A MENOS QUE SE MODIFIQUE EXPRESAMENTE AQUÍ.

T.G.N.

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SI LO ANTEDICHO ES ACEPTABLE AL GOBIERNO DE MÉXICO, ESTA CARTA Y SU CONTESTACIÓN CONSTITUIRÁN UN ACUERDO ENTRE NUESTROS DOS GOBIERNOS.

APROVECHO ESTA OPORTUNIDAD PARA REITERAR A USTED LAS SEGURIDADES DE MI MÁS ALTA CONSIDERACIÓN Y ESTIMA PERSONAL."

DESEO EXPRESAR A USTED QUE EL GOBIERNO DE MÉXICO ESTÁ DE ACUERDO EN LOS TÉRMINOS DE LA NOTA TRANSCRITA.

APROVECHO LA OCASIÓN PARA EXTERNAR A SU EXCELENCIA LA SEGURIDAD DE MI MÁS ELEVADA CONSIDERACIÓN.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES.

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TRANSLATION

United Mexican States
Office of the Attorney General of the Republic

Mexico, D.F., December 2, 1980

His Excellency
Julian Nava
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Mr. Ambassador:

I am pleased to reply to your communication of December 2, 1980, which, translated into Spanish, reads as follows:

(For the English language text, see p. 1218.)

I wish to inform you that the Government of Mexico accepts the terms of the transcribed note.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General of the Republic

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PORTUGAL

Agricultural Commodities

Agreement signed at Lisbon June 24, 1980;
Entered into force June 24, 1980.
With minutes of negotiations.
And amending agreement
Effected by exchange of notes
Signed at Lisbon March 27 and April 8, 1981;
Entered into force April 8, 1981.

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AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF PORTUGAL
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Portugal agree to the sale of agricultural commodities specified below. This agreement shall consist of the preamble and Parts I and III of the agreement signed March 18, 1976,[1] together with the following Part II:

PART II - PARTICULAR PROVISIONS:

ITEM I. COMMODITY TABLE:

Commodity	Supply Period (Calendar Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat/Wheat flour (wheat basis)	1980	61,000	Dols. 10.0
Corn	1980	259,000	Dols. 30.0
		Total	Dols. 40.0

ITEM II. PAYMENT TERMS: CONVERTIBLE LOCAL CURRENCY CREDIT (CLCC)

A. Initial Payment - Five (5) percent.

B. Currency Use Payment - Ten (10) percent for Section 104 (A) purposes.

C. Number of Installment Payments - Fifteen (15).

D. Amount of Each Installment Payment - Approximately equal annual amounts.

E. Due Date of First Installment Payment - Three (3) years after the date of last delivery of commodities in each calendar year.

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F. Interest Rate Throughout Period of Agreement - Five (5) percent.

ITEM III. USUAL MARKETING TABLE:

COMMODITY	Import Period (Calendar Year)	Usual Marketing Requirement
Wheat/Wheat Flour	1980	452,000 metric tons
Feedgrains	1980	1,870,000 metric tons

ITEM IV. EXPORT LIMITATIONS:

A. Export Limitation Period:

The export limitation period shall be calendar year 1980 and any subsequent calendar year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to Which Export Limitations Apply:

For the purposes of Part I, Article III A (4) of this agreement, the commodities which may not be exported are: for wheat/wheat flour - wheat, wheat flour, rolled wheat, semolina, farina, bulgur (or the same products under a different name); and for corn - feedgrains including corn, cornmeal, barley, grain sorghum, rye, oats and mixed feeds containing predominantly such grains.

ITEM V. SELF-HELP MEASURES:

A. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively

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in increasing agricultural production through small farm agriculture.

B. The Government of Portugal Agrees:

1. The first priority for the use of these sales proceeds will be to implement a national program of soil fertility and forage production. As part of this effort, the GOP will support the production, distribution and sale of fertilizer and limestone and will support research and extension programs to promote their application by producers.

2. Also as part of this PL 480[1] program the Government of Portugal will:

(A) Support the National Agriculture Research Institute, and other research institutions as appropriate, in their programs of applied agricultural research in such areas as efficient land use, soils, cropping, seeds, fertilizer/pesticide use, farm management, irrigation, and dairy/cattle herd production.

(B) Increase support for the Agricultural Extension Service in order to improve the effectiveness of its activities in disseminating information and demonstrating improved production techniques to small-scale producers. As part of this effort the GOP will increase training opportunities for extension agents, including the use of PL 480 generated currencies to provide technical assistance for this training.

[1] 68 Stat. 454; 7 U.S.C. § 1701 *et seq.*

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(C) Provide investment and operational credit to private entrepreneurs and cooperative organizations to finance agricultural production, marketing, and agro-industrial processing facilities.

(D) Expand public facilities for the collection, storage, and marketing of agricultural products, including livestock, and for the storage and distribution of farm inputs.

(E) Implement programs to improve agricultural data collection and analysis required for the formulation of rural agricultural development policies and to establish a nationwide service to provide producers with current market information on a timely basis.

(F) Support practical programs of education, research and extension in agriculture and other high priority development sectors, including escudo cost of U.S. technicians and transportation costs of Portuguese technicians studying in the United States.

(G) Construct bulk grain handling facilities at an appropriate deep water port and continue construction of inland handling and maintenance facilities.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in Item V above.

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B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Lisbon, in duplicate, this twenty-fourth day of June 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Richard J. Bloomfield
Ambassador

FOR THE GOVERNMENT OF PORTUGAL

José Alberto Vasconcelos Tavares Moreira
Secretary of State for the Treasury

TIAS 10107

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SUMMARY MINUTES

of negotiations between the Government of Portugal and the Government of the United States regarding an agreement for sales of agricultural commodities under Title I of the Agricultural Trade Development and Assistance Act of 1954, as amended (Public Law 480 - 83rd Congress)

Session: June 17, 1980

Lisbon, Portugal

Representing the Government of Portugal

Dr. Carlos da Conceição Nunes Portela, Ministry of Foreign Affairs

Dr. José Manuel Mendes Barata, Ministry of Finance (Treasury)

Dra. Maria Glória Morão Lopes, Ministry of Finance (Treasury)

Dr. Rui Soares dos Santos, Ministry of Finance

Eng. Oscar Petinga, Ministry of Agriculture and Fisheries

Dr. Adolfo Lima, Ministry of Agriculture and Fisheries

Eng. José Oliveira, Ministry of Agriculture and Fisheries

Eng. Correia de Pinho, Ministry of Agriculture and Fisheries

Eng. Pereira Coutinho, EPAC (Public Enterprise for the Supply of Cereals)

Dr. Antonio Avilez, EPAC (Public Enterprise for the Supply of Cereals)

Mr. Geraldes Freire, EPAC (Public Enterprise for the Supply of Cereals)

Dr. Crisóstomo Teixeira, Ministry of Transportation and Communications

Dr. Fernando Alves Nogueira dos Santos, IFADAP (Institute of the Financial Support to Development of the Agriculture and Fisheries Sectors)

Dra. Maria de Lurdes Serra, Ministry of Foreign Affairs

Representing the Government of the United States:

Mr. Stephen B. Watkins, U.S. Embassy

Mr. Donald R. Finberg, U.S. Embassy

Mr. Richard T. McDonnell, U.S. Embassy

[1] Embassy of the USA

[2] Ministry of Foreign Affairs

[1] Stephen Watkins.
[2] C. Portela.

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The initial negotiation session was opened by Dr. Carlos da Conceição Nunes Portela of the Ministry of Foreign Affairs who welcomed the members of the U. S. delegation and introduced the other members of the Portuguese delegation. Dr. Portela noted the importance of PL 480 to Portugal, stressing that economic stability is a necessary requisite of a democracy and PL 480 has contributed to that end. Dr. Portela then gave the floor to the U.S. spokesman who, after introducing the other members of the U.S. delegation, agreed that PL 480 has been important to Portugal and said that the agreements have played a key role in strengthening bilateral relationships between the United States and Portugal. The two sides then proceeded directly to consideration of the proposed agreement and the accompanying talking points which had been prepared by the U.S. side.

The talking points were as follows.

A major purpose of the PL 480 program is to relate U.S. assistance to efforts by recipient countries to increase agricultural production. To this end, this year's agreement proposes to allocate PL 480 resources to the Portuguese program to increase production of corn, forages, and other crops. This soil correction and forage production program is expected to lessen dependence on grain imports.

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We wish to emphasize that this PL 480 program and other support for Portuguese development programs are complementary. In particular, it is planned that technical assistance and dollar loan funds will supplement proceeds from last year's and this year's PL 480 agreement in support of the GOP's soil correction and forage production program. These dollar funds should be available for use over the next 3-5 years. The areas identified in the self-help section of the proposed agreement represent those areas which U.S. and Portuguese agriculturalists think most worthy of emphasis.

Without further general comments, let us turn to consideration of the proposed agreement.

The proposed agreement for CY 1980 incorporates by reference the preamble, Parts I and III of the March 18, 1976 agreement. Together with the Proposed Part II, the preamble and Parts I and III constitute a new agreement.

The following issues and conditions relative to the proposed Part II are requisites to the new agreement.

A. Financing for the commodities proposed for inclusion in this agreement, wheat and corn, is subject to availability of those commodities at the time of shipment, as well as to the issuance and acceptance of purchase authorizations (PA's).

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Commodity Composition

B. Tonnages are set forth in Item I, Part II of the proposed agreement. These are approximate quantities based on average annual prices. The Government of Portugal (hereafter GOP) is reminded that the dollar values control the maximum quantity of commodity which can be purchased in the U.S. market. In all cases, commodities are purchased from private U.S. suppliers and actual prices are agreed upon between buyers and sellers subject to price review by USDA. Of the $40 million included in the proposed CY 1980 agreement, $29 million will be available from U.S. fiscal year (ending September 30, 1980) funds and $11 million will be allocated from U.S. fiscal year 1981 funds for procurement during the last three months of calendar year 1980.

Commodity Deliveries

C. The supply period indicated in Item I, Part II is calendar year 1980. It is the responsibility of the GOP to ensure that commodities purchased with FY 1980 funds are on board vessels at U.S. ports before the end of September. The U.S. Government (hereafter USG) will make every effort to provide assistance to the Portuguese Embassy in Washington to meet this requirement. In order to expedite the implementation of the agreement after signature, the GOP should make an early request through the Portuguese Embassy in Washington for purchase authorizations (PA's).

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Storage/Disincentive

D. Based on its own independent analysis, the GOP has determined that receipt of proposed commodity amounts will not act as a substantial disincentive to either production or marketing in Portugal. The U.S. Embassy in Lisbon agrees with this finding.

Operational Matters

E. Purchase authorizations (PA's) will not be issued until the U.S. Department of Agriculture has received the following information, which must be provided in writing to the U.S. Embassy in Lisbon before signing of the agreement:

-- type and grade of commodities to be purchased in accordance with the official U.S. standards,

-- proposed contracting and delivery schedules. ("Delivery" here means delivery to vessel at U.S. port.)

-- name and address of the U.S. bank and Portuguese bank through which letters of credit for commodity and ocean freight will be opened,

-- assurance that appropriate GOP authorities are prepared to make prompt transfers of funds to cover ocean freight costs on commodities purchased under the agreement.

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F. The GOP is also requested to provide assurances that arrangements have been made by appropriate authorities to relay to the Portuguese Embassy in Washington all instructions, information, and authority necessary to ensure timely implementation of the agreement, including: (1) the information included in the preceeding paragraph; (2) complete instructions regarding arrangements for purchasing commodities and contracting for freight (including appointment of purchasing and/or shipping agent if applicable); and (3) instructions to contact Program Operations Division, EC, Foreign Agricultural Service, USDA, for further assistance in implementing the agreement.

G. The GOP is also reminded that, under current regulatory and legislative requirements:

(1) Purchase of food commodities under the agreement must be made on the basis of invitations for bids (IFBs) publicly advertised in the United States and on the basis of bids (offers) which must conform to the IFB. Bids must be received and publicly opened in the United States. All awards under IFBs must be consistent with open, competetive, and responsive bid procedures.

(2) Terms of all IFBs (including IFBs for ocean freight) must be approved by the General Sales Manager, FAS, USDA, prior to issuance.

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(3) Commissions, fees, or other payments to any selling agent employed or engaged by the supplier to obtain a contract are prohibited in any purchase of food commodities under the agreement.

(4) If the GOP nominates a purchasing and/or shipping agent to procure commodities or arrange ocean transportation under the agreement, the GOP must notify the General Sales Manager, FAS, USDA in accordance with regulatory standards designed to eliminate certain potential conflicts of interest. The GOP must, prior to the issuance of PA's, provide the General Sales Manager, FAS, U.S. Department of Agriculture with a copy of the proposed agency agreement(s). All such agreements with purchasing and/or shipping agents must be approved by the General Sales Manager.

Letters of Credit

H. For each purchase, the designated importing agency (DIA) must authorize the U.S. bank previously identified by the GOP to open necessary letter(s) of credit in the name of the U.S. exporter(s) specifying the amount to be paid by the Commodity Credit Corporation and the net amount (5 percent) to be paid by the DIA's U.S. bank. The DIA must also ensure that letter(s) of credit for both commodities and freight are opened, and confirmed by their designated U.S. bank immediately after the PA's are issued and commodities are purchased and vessels booked.

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Ocean Transportation

I. Letters of credit for one hundred percent of the freight must be opened in favor of the supplier of the ocean transportation prior to vessel presentation for loading. Delays in opening the letters of credit may result in shipowners' action preventing loading or release of commodities. Commodity and freight suppliers may refuse to load vessels when acceptable letters of credit for commodities/freight are not available at time of loading. As the GOP is aware, this can result in costly claims by commodity suppliers (carrying charges) and by suppliers of ocean transportation (detention/demurrage).

J. The U.S. will pay the differential between U.S. and foreign flag freight rates on the shipment of the 50 percent of the commodities which by law must be transported in U.S. flag vessels.

K. Charters of U.S. as well as non-U.S. flag vessels must have approval of the General Sales Manager, FAS, USDA prior to final acceptance by the GOP representative in the U.S.

Reporting

L. The USG has noticed a significant improvement in both the quality and timeliness of GOP submission of required reports and hopes that this performance will continue. Required reports remain as follows:

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-- shipping and arrival printouts should be provided to the US Embassy in Lisbon as soon as possible, but not later than 30 days after the last unloading indicated on the report;

-- compliance reports should be submitted quarterly, ie., January 15 for the period October 1-December 31, April 15 for the period January 1-March 31, etc.;

-- self-help reports should be submitted to the U.S. Embassy by December 1;

-- receipts and expenditure proceeds should be submitted to the U.S. Embassy when requested by the USG but not less often than annually, coincident with GOP fiscal year budget reporting procedures.

Payment Terms

M. Payment terms are set forth in Item II Part II of the proposed agreement. These are the same as those of the FY 1979 agreement.

N. The GOP will be required to open a letter of credit to cover the 5 percent initial payment to each U.S. supplier. PA's also specify the percentage of purchase price (5 percent) that is to be paid by the importing government to the U.S. supplier. This amount is, in fact, the initial payment.

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O. A currency use payment (CUP), equivalent to 10 percent of the amount financed (which for each purchase is 95 percent) is to be paid to the U.S. Embassy in Lisbon and shall be credited against interest charges during the grace period and against both interest and principal thereafter.

Usual Marketing Requirements

P. The Usual Marketing Requirements (UMR's) are set forth in Item III, Part II of the proposed agreement. UMR's are established to ensure that sales under the agreement will not unduly disrupt world prices, normal patterns of trade with friendly countries or dollar sales of U.S. agricultural commodities. The UMR's designated in Item III are the minimum quantities Portugal must import, through commercial channels, during calendar year 1980 from the U.S. or other eligible countries.

Q. UMR's must be met even though the amount available under PL-480 may not be fully utilized. Purchases to meet UMR requirements are to be financed by Portugal from its own resources. Purchases using CCC or other commercial credits are acceptable for meeting UMR requirements and the GOP is encouraged to use the CCC program as they see fit. While conclusion of this agreement is not dependent upon Portuguese purchases of U.S. commodities, the U.S. is a traditional and reliable supplier of agricultural products and seeks a fair share of Portugual's commercial imports.

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R. Imports credited to UMRs are considered to be valid only from the time of their customs clearance into Portugal.

S. Should the USG authorize and finance deliveries of commodities to extend beyond the supply period specified in Item I, Part II of the proposed agreement, Portugal will be required to maintain the same UMR again for the subsequent comparable period. If a UMR different from that established in the agreement is deemed appropriate, the agreement will be amended.

Export Limitations

T. The export limitation provisions of the agreement are set forth in Item IV, Part II of the proposed agreement. It is understood that Portugal will refrain from exporting those commodities which are the same or like those included in the agreement.

U. As was agreed in the FY 79 agreement, exports of malting barley or barley for processing in coffee are permitted, provided that cash or commercial credit purchases of U.S. feed grains will exceed the UMRs by like amounts and, that such exports are noted in quarterly compliance reports.

Self-Help Measures

V. Timely utilization of locally generated currencies (self-help funds) remains of great interest to the USG. While an improvement

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in the application of self-help funds has been noted since conclusion of last year's agreement, greater effort must be devoted to expenditure of remaining funds, particularly those earmarked for credit. The U.S. Embassy in Lisbon has been working closely with a Ministry of Agriculture working group to develop a soil correction and forage production program with specific goals and objectives. This program receives special attention under the self-help measures set forth in Item V, Part II of the proposed agreement. First priority for local currencies generated by the CY 1980 agreement and unallocated funds generated by the FY 1979 agreement will be earmarked and devoted to the pusuit of these objectives.

It is understood that local currencies generated from PL 480 programs should be regarded as additive to budgetary resources normally devoted by the GOP to the agricultural sector. Officials of the GOP and USG will consult further over specific allocation of these PL 480 sale proceeds. Unspent funds remaining from the FY 1976, 1977, and 1978 agreements will be used in self-help areas identified in previous agreements.

Publicity

W. The USG continues to require that identification and publicity be given to transactions under the agreement. In this regard the GOP is requested to announce publicly each delivery of commodities purchased under the agreement. In this connection, the GOP is expected to provide the U.S. Embassy in Lisbon periodically with statements on actions taken to meet these requirements.

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Violations

X. The GOP is reminded that failure to comply with UMR, export limitation, or other provisions of the proposed agreement could result in withholding issuance of purchases authorizations and would be taken into account in consideration of any future PL 480 agreements.

During the review of the draft agreement GOP negotiators proposed the addition of a new self-help measure, text of which is as follows:

> Quote. Construct bulk grain handling facilities at an appropriate deep water port and continue construction of inland handling and maintenance facilities. Unquote.

The U. S. side accepted this addition, pending concurrance by Washington. It was agreed that the new measure would be point G. of Item V, peragraph B. of the agreement.
GOP negotiators also requested the addition of a second paragraph to section B. 1 of Item V, as follows:

> Quote. In a joint statement the MAP (Ministry of Agriculture and Fisheries) and the MFA (Ministry of Finance and Planning) will define both the conditions for the utilization of the said loan as well as the

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manner in which the appropriate services will release the funds so as to encourage farmers to undertake those risks inherent to carrying out improvements to their properties. End Quote.

U.S. negotiators responded by saying that since the subject was an internal matter to the GOP, the language more appropriately belonged in the summary minutes of the negotiations. After consultation, GOP negotiators decided this was acceptable.

During a review of the talking points by GOP negotiators a few points were clarified and, with the addition of the above language suggested by the GOP, was found acceptable by both sides.

In view of lack of substantive disagreement on either the proposed agreement or the talking points, U.S. and Portuguese negotiators agreed that further negotiating sessions were not necessary. GOP negotiators said that both sides would endeavor to put both the agreement and summary minutes in final form as soon as possible in order that the agreement might be signed promptly. The U.S. spokesman said Washington approval of the new self-help measure as proposed by the GOP would be sought, and that the U.S. side would deliver, as soon as possible, a final copy of the proposed agreement (with the suggested modification) and a copy of the summary minutes of the June 17 meeting for initialling by the heads of each delegation.

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While a specific date and time for signing of the agreement was not set, both sides will endeavor to be ready to sign during the first part of the week beginning June 22. It was agreed that heads of delegations would consult soon to set a mutually acceptable date and time for signing, and to identify respective members of the USG and GOP who will sign the agreement.

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[AMENDING AGREEMENT]

The American Ambassador to the Portuguese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Lisbon, March 27, 1981

Excellency,

I have the honor to refer to the Public Law 480, Title I, Agreement for the Sale of Agricultural Commodities, signed by representatives of our two Governments on June 24, 1980, and to propose that Part II of the Agreement be amended as follows:

Item IV A, of the Agreement be changed to read, "The export limitation period shall be calendar year 1980 and the first three months of calendar year 1981."

All other terms and conditions of the Agreement remain the same.

If the foregoing is acceptable to your Government, I propose that this note and your reply thereto constitute an agreement between our two Governments effective on the date of your note in reply.

Accept, Excellency, the assurances of my highest consideration.

Richard J. Bloomfield [1]

Professor Doutor André Gonçalves Pereira,
Minister of Foreign Affairs,
Republic of Portugal,
Lisbon.

[1] Richard J. Bloomfield.

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The Portuguese Minister of Foreign Affairs to the American Ambassador

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

Lisboa, 8 de Abril de 1981.

Excelência,

Tenho a honra de acusar recepção da Nota de Vossa Excelência de 27 de Março findo, cujo conteúdo relevante é o seguinte:

"...I have the honor to refer to the Public Law 480, Title I, Agreement for the Sale of Agricultural Commodities, signed by representatives of our two Governments on June 24, 1980, and to propose that Part II of the Agreement be amended as follows:

Item IV A, of the Agreement be changed to read, "The export limitation period shall be calendar year 1980 and the first three months of calendar year 1981."

All other terms and conditions of the Agreement remain the same.

If the foregoing is acceptable to your Government, I propose that this note and your reply thereto constitute an agreement between our two Governments effective on the date of your note in reply...".

Sua Excelência
Embaixador Richard Bloomfield

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De harmonia com o solicitado, tenho outrossim a honra de comunicar a concordância do Governo português à proposta de Vossa Excelência, constituindo a Nota transcrita, e a presente, o acordo dos dois Governos, na matéria.

Valho-me gostosamente do ensejo para reiterar a Vossa Excelência o protesto da minha perfeita consideração.

André Gonçalves Pereira

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TRANSLATION

Ministry of Foreign Affairs A-20

Lisbon, April 8, 1981

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note of March 27, 1981, which reads as follows:

[For text of U.S. letter, see p. 1244.]

As requested, I have the honor to report that the Portuguese Government is in accord with Your Excellency's proposal and agrees that the transcribed note and this reply thereto constitute an agreement between our two Governments.

I avail myself of this opportunity to renew to Your Excellency the assurances of my high consideration.

André Goncalves Pereira

Andre Gonclaves Pereira

His Excellency
Richard Bloomfield,
Ambassador of the United States of America.

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ZAIRE

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Kinshasa March 10, 1981;
Entered into force March 10, 1981.

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AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF ZAIRE
REGARDING THE CONSOLIDATION AND RESCHEDULING OF PAYMENTS DUE
UNDER P.L. 480 TITLE I [1] AGRICULTURAL COMMODITY AGREEMENTS

1. Reference is made to the Agreements Between The United States of America and The Republic of Zaire identified in Annexes A, D and G attached to this Memorandum of Agreement and hereinafter referred to as "P.L. 480 Agreements." Reference is made also to the Agreement Between The United States of America and The Republic of Zaire Regarding the Consolidation and Rescheduling of Certain Debts Owed to, Guaranteed or Insured by The United States Government or Its Agencies signed in Kinshasa, Zaire on July 28, 1980,[2] referred to hereafter as the "Agreement dated July 28, 1980" and to the Understanding reached by certain creditor nations of The Republic of Zaire on December 11, 1979, and agreed to by The Republic of Zaire wherein agreement was reached on the consolidation and rescheduling of repayments under the P.L. 480 Agreements.

2. In accordance with the Agreement dated July 28, 1980, and the Understanding reached on December 11, 1979, cited above, it is agreed that dollar amount of principal and interest with respect to contracts having an original maturity of more than one year and due prior to and remaining unpaid on June 30, 1979, inclusive "Long-Term Arrearages", shall be repaid as follows:

a. Principal and interest in the amount of $3,308,933.66 which consists of 80 percent of the Long-Term Arrearages as listed in Annex A, referred to hereafter as the "Consolidated Long-Term Arrearages" shall be repaid in twelve

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9907; 32 UST 3631.

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equal semi-annual installments on June 30 and December 31 with the first payment due on June 30, 1984, and the last payment due on December 31, 1989, as shown in Annex B.

b. Interest on the outstanding balance of the Consolidated Long-Term Arrearages shall accrue at the rate of 4.0 percent per annum beginning July 1, 1979, and shall be due and payable beginning on June 30, 1980, and semi-annually thereafter on December 31 and June 30 with the last payment due on December 31, 1989, as shown in Annex B.

c. Principal and interest in the amount of $827,233.42 which consists of 20 percent of the Long-Term Arrearages as listed in Annex A, referred to hereafter as the "Non-Consolidated Long-Term Arrearages" shall be repaid in four annual installments with the first payment of 10 percent due on June 30, 1980, 20 percent due June 30, 1981, 30 percent due June 30, 1982, and the last payment of 40 percent due on June 30, 1983, as shown in Annex C.

d. Interest on the outstanding balance of the Non-Consolidated Long-Term Arrearages shall accrue at the rate of 4.0 percent per annum beginning July 1, 1979, and shall be due and payable beginning on June 30, 1980, and semi-annually thereafter on December 31 and June 30 with the last payment due on June 30, 1983, as shown in Annex C.

3. In accordance with the Agreement dated July 28, 1980, and the understanding reached on December 11, 1979, cited above, it is agreed that the dollar amount of the principal and interest payments referred to hereafter as "Debt" falling due between July 1, 1979, and June 30, 1980, inclusive and remaining unpaid ("First Consolidation Period") and between July 1, 1980, and December 31, 1980, inclusive ("Second Consolidation Period") shall be repaid as follows:

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a. Principal and interest in the amount of $3,197,859.72 which consists of 90 percent of the Debts due with respect to the First Consolidation Period as listed in Annex D, referred to hereafter as the "Consolidated Debt" shall be repaid in twelve equal and successive semi-annual installments beginning on June 30, 1984, and ending on December 31, 1989, as shown in Annex E.

b. Interest on the outstanding balance of the Consolidated Debt with respect to the First Consolidation Period shall accrue at the rate of 4.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning on June 30, 1980, and semi-annually thereafter on December 31 and June 30 with the last payment due on December 31, 1989, as shown in Annex E.

c. Principal and interest in the amount of $355,317.75 which consists of 10 percent of the Debts with respect to the First Consolidation Period as listed in Annex D, referred to hereafter as the "Non-Consolidation Debt" shall be repaid in four equal and successive annual installments beginning on June 30, 1980, and ending on June 30, 1983, as shown in Annex F.

d. Interest on the outstanding balance of the Non-Consolidated Debt with respect to the First Consolidation Period shall accrue at the rate of 4.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning on June 30, 1980, and semi-annually thereafter on December 31 and June 30 with the last payment due on June 30, 1983, as shown in Annex F.

e. Principal and interest in the amount of $3,438,887.23 which consists of 90 percent of the Debts due with respect to the Second Consolidation Period as listed in Annex G referred to hereafter as the "Consolidated Debt" shall be

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repaid in twelve equal and successive semi-annual installments beginning on June 30, 1984, and ending on December 31, 1989, as shown in Annex H.

f. Interest on the outstanding balance of the Consolidated Debt with respect to the Second Consolidation Period shall accrue at the rate of 4 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning on December 31, 1980, and semi-annually thereafter on June 30 and December 31 with the last payment due on December 31, 1989, as shown in Annex H.

g. Principal and interest in the amount of $382,098.57 which consists of 10 percent of the Debts due with respect to the Second Consolidation Period as listed in Annex G referred to hereafter as the "Non-Consolidated Debt" shall be repaid in 4 equal and successive annual installments beginning December 31, 1980, and ending December 31, 1983, as shown in Annex I.

h. Interest on the outstanding balance of the Non-Consolidated Debt with respect to the Second Consolidation Period shall accrue at the rate of 4 percent per annum beginning on the first day after the due dates under the original agreements and shall be due and payable beginning on December 31, 1980, and semi-annually thereafter on June 30 and December 31 with the last payment due on December 31, 1983, as shown in Annex I.

i. Additional interest at the rate of 4.0 percent per annum shall accrue to the benefit of the United States of America on any past due unpaid amount or unpaid portions of amounts as listed in Annexes B, C, E, F, H, and I. Application of payments or credits shall be first to any interest due, with any balance to the principal installment due.

4. To the extent not amended herein, the terms and conditions of the P.L. 480 Agreements shall remain in full force and effect.

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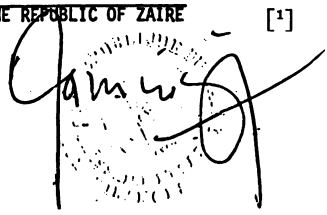
5. This Agreement is conditioned on the entry into force of the Agreement dated July 28, 1980, for Arrearages and Debt.

6. Done at Kinshasa, Zaire, in duplicate the 10th day of March 1981.

FOR THE REPUBLIC OF ZAIRE [1]



FOR THE UNITED STATES OF AMERICA

Robert B Oakley [2]

[1] Djamboleka Loma Okitongono.
[2] Robert B. Oakley.

TIAS 10108

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ANNEX A

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNITED STATES OF AMERICA
LONG-TERM ARREARAGES AS OF JUNE 30, 1979, UNDER P.L. 480, TITLE I AGREEMENTS
WITH THE REPUBLIC OF ZAIRE
SHOWING THE AMOUNT OF CONSOLIDATED AND NON-CONSOLIDATED LONG-TERM ARREARAGES

Original Agreement Date and (Delivery Year)	Payment Due Date	AMOUNT DUE			Interest to 6-30-79	Interest Rate	TOTAL CONSOLIDATED AND NON-CONSOLIDATED		
		Principal	Interest	Total			Amount Due	Debt 80%	Debt 20%
10-03-66 (1967)	6-23-78	374,202.55	93,550.64	$467,753.19	11,918.09	2½%	479,671.28	383,737.02	95,934.26
10-03-66 (1966)	12-31-78	65,162.80	14,661.63	79,824.43	989.60	2½%	80,814.03	64,651.22	16,162.81
10-03-66 (1967)	6-23-79	374,202.55	84,195.57	458,398.12	219.78	2½%	458,617.90	366,894.32	91,723.58
03-15-67 (1968)	4-13-78	83,443.93	22,947.08	106,391.01	3,228.17	2½%	109,619.18	87,695.34	21,923.84
03-15-67 (1967)	7-10-78	422,315.45	105,578.86	527,894.31	12,835.79	2½%	540,730.10	432,584.08	108,146.02
03-15-67 (1968)	4-13-79	83,443.93	20,860.98	104,304.91	557.25	2½%	104,862.16	83,889.73	20,972.43
12-11-67 (1968)	7-13-78	418,745.17	115,154.92	533,900.09	12,872.11	2½%	546,772.20	437,417.76	109,354.44
08-12-68 (1969)	8-14-78	98,067.07	29,420.12	127,487.19	2,794.24	2½%	130,281.43	104,225.14	26,056.29
05-14-69 (1969)	6-26-78	93,151.38	33,534.50	126,685.88	3,842.23	3%	130,528.11	104,422.49	26,105.62
05-14-69 (1969)	6-26-79	93,151.38	30,739.96	123,891.34	40.73	3%	123,932.07	99,145.66	24,786.41
10-21-69 (1970)	6-27-78	109,576.72	42,734.92	152,311.64	4,606.91	3%	156,918.55	125,534.84	31,383.71
10-21-69 (1971)	7-15-78	68,066.20	28,587.81	96,654.01	2,780.46	3%	99,434.47	79,547.58	19,886.89
10-21-69 (1970)	12-29-78	5,489.42	2,140.87	7,630.29	114.77	3%	7,745.06	6,196.05	1,549.01
10-21-69 (1970)	6-27-79	109,576.72	39,447.62	149,024.34	36.75	3%	149,061.09	119,248.87	29,812.22
10-07-71 (1972)	6-29-78	92,944.82	41,825.17	134,769.99	4,054.18	3%	138,824.17	111,059.34	27,764.83
10-07-71 (1972)	6-29-79	92,944.82	39,036.82	131,981.64	10.85	3%	131,992.49	105,593.99	26,398.50
03-25-76 (1976)	9-08-78	627,359.73	101,334.72	728,694.45	17,668.34	3%	746,362.79	597,090.23	149,272.56
Totals		$3,211,844.64	$845,752.19	$4,057,596.83	$78,570.25		$4,136,167.08	$3,308,933.66	$827,233.42

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ANNEX B

UNITED STATES DEPARTMENT OF AGRICULTURE

(Commodity Credit Corporation)
Consolidation and Rescheduling Agreement
With

THE REPUBLIC OF ZAIRE

Repayment Schedule for Arrearages as of June 30, 1979, Consolidated Long-Term Arrearages

Repayment Terms

Interest: 4 percent annually

Principal: 12 equal semi-annual installments

Installment Due Date	Balance of Principal Outstanding	Amount Due		
		Principal	Interest	Total
06-30-80	$3,308,933.66	-0-	$132,357.35	$132,357.35
12-31-80	3,308,933.66	-0-	66,178.67	66,178.67
06-30-81	3,308,933.66	-0-	66,178.67	66,178.67
12-31-81	3,308,933.66	-0-	66,178.67	66,178.67
06-30-82	3,308,933.66	-0-	66,178.67	66,178.67
12-31-82	3,308,933.66	-0-	66,178.67	66,178.67
06-30-83	3,308,933.66	-0-	66,178.67	66,178.67
12-31-83	3,308,933.66	-0-	66,178.67	66,178.67
06-30-84	3,308,933.66	275,744.47	66,178.67	341,923.14
12-31-84	3,033,189.19	275,744.47	60,663.78	336,408.25
06-30-85	2,757,444.72	275,744.47	55,148.89	330,893.36
12-31-85	2,481,700.25	275,744.47	49,634.01	325,378.48
06-30-86	2,205,955.78	275,744.47	44,119.12	319,863.59
12-31-86	1,930,211.31	275,744.47	38,604.23	314,348.70
06-30-87	1,654,466.84	275,744.47	33,089.34	308,833.81
12-31-87	1,378,722.37	275,744.47	27,574.45	303,318.92
06-30-88	1,102,977.90	275,744.47	22,059.56	297,804.03
12-31-88	827,233.43	275,744.47	16,544.67	292,289.14
06-30-89	551,488.96	275,744.47	11,029.78	286,774.25
12-31-89	275,744.49	275,744.49	5,514.89	281,259.38
TOTALS		$3,308,933.66	$1,025,769.43	$4,334,703.09

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ANNEX C

UNITED STATES DEPARTMENT OF AGRICULTURE

(Commodity Credit Corporation)
Consolidation and Rescheduling Agreement
With

THE REPUBLIC OF ZAIRE

Repayment Schedule for PL 480 Arrearages as of June 30, 1979,
Non-Consolidated Long-Term Arrearages

Repayment Terms

Interest: 4 percent annually

Principal: 4 annual installments

Installment Due Date	Balance of Principal Outstanding	Amount Due		
		Principal	Interest	Total
06-30-80	$827,233.42	$ 82,723.34	$33,089.34	$115,812.68
12-31-80	744,510.08	-0-	14,890.20	14,890.20
06-30-81	744,510.08	165,446.68	14,890.20	180,336.88
12-31-81	579,063.40	-0-	11,581.27	11,581.27
06-30-82	579,063.40	248,170.03	11,581.27	259,751.30
12-31-82	330,893.37	-0-	6,617.87	6,617.87
06-30-83	330,893.37	330,893.37	6,617.87	337,511.24
TOTALS		$827,233.42	$99,268.02	$926,501.44

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ANNEX D

TIAS 10108

Schedule of Certain Amounts Due the United States of America
During the Period July 1, 1979 and June 30, 1980
Under P.L. 480, Title I Agreements With
The Republic of Zaire
Showing the Amount of Consolidated and Non-Consolidated Debt

Original Agreement Date and (Delivery Year)	Payment Due Date	Amount Due			Consolidated Debt (90%)	Non-Consolidated Debt (10%)
		Principal	Interest	Total		
3-15-67 (67)	7-10-79	$ 422,315.45	$ 95,020.97	$ 517,336.42	$ 465,602.78	$ 51,733.64
12-11-67 (68)	7-13-79	418,745.17	104,686.29	523,431.46	471,088.31	52,343.15
8-12-68 (69)	8-14-79	98,067.07	26,968.44	125,035.51	112,531.96	12,503.55
10-21-69 (71)	7-15-79	68,066.20	26,545.82	94,612.02	85,150.82	9,461.20
3-25-76 (76)	9-8-79	627,359.73	319,953.46	947,313.19	852,581.87	94,731.32
10-3-66 (66)	12-31-79	65,162.80	13,032.56	78,195.36	70,375.82	7,819.54
10-3-66 (67)	6-23-80	374,202.55	74,840.51	449,043.06	404,138.75	44,904.31
3-15-67 (68)	4-13-80	83,443.93	18,774.88	102,218.81	91,996.93	10,221.88
5-14-69 (69)	6-26-80	93,151.38	27,945.42	121,096.80	108,987.12	12,109.68
10-21-69 (70)	6-27-80	109,576.72	36,160.32	145,737.04	131,163.34	14,573.70
10-21-69 (70)	12-29-79	5,489.42	1,976.19	7,465.61	6,719.05	746.56
10-7-71 (72)	6-29-80	92,944.82	36,248.48	129,193.30	116,273.97	12,919.33
5-24-77 (77)	12-3-79	160,624.85	-0-	160,624.88	144,562.36	16,062.49
8-28-78 (78)	12-28-79	-0-	151,874.04	151,874.04	136,686.64	15,187.40
TOTAL		$2,619,150.09	$934,027.38	$3,553,177.47	$3,197,859.72	$355,317.75

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ANNEX E

UNITED STATES DEPARTMENT OF AGRICULTURE

(Commodity Credit Corporation)
Consolidation and Rescheduling of Payments Agreement
With

THE REPUBLIC OF ZAIRE

Repayment schedule for First Consolidation Period, PL-480, Consolidated Debt
(Amounts Originally due July 1, 1979, through June 30, 1980)

Repayment Terms

Interest: 4 Percent annually

Principal: 12 equal semi-annual installments

Installment Due Date	Balance of Principal Outstanding	Amount Due		
		Principal	Interest	Total
06-30-80	$3,197,859.72	$ -0-	$80,116.59	$ 80,116.59
12-31-80	3,197,859.72	-0-	63,957.19	63,957.19
06-30-81	3,197,859.72	-0-	63,957.19	63,957.19
12-31-81	3,197,859.72	-0-	63,957.19	63,957.19
06-30-82	3,197,859.72	-0-	63,957.19	63,957.19
12-31-82	3,197,859.72	-0-	63,957.19	63,957.19
06-30-83	3,197,859.72	-0-	63,957.19	63,957.19
12-31-83	3,197,859.72	-0-	63,957.19	63,957.19
06-30-84	3,197,859.72	266,488.31	63,957.19	330,445.50
12-31-84	2,931,371.41	266,488.31	58,627.43	325,115.74
06-30-85	2,664,883.10	266,488.31	53,297.66	319,785.97
12-31-85	2,398,394.79	266,488.31	47,967.90	314,456.21
06-30-86	2,131,906.48	266,488.31	42,638.13	309,126.44
12-31-86	1,865,418.17	266,488.31	37,308.36	303,796.67
06-30-87	1,598,929.86	266,488.31	31,978.60	298,466.91
12-31-87	1,332,441.55	266,488.31	26,648.83	293,137.14
06-30-88	1,065,953.24	266,488.31	21,319.06	287,807.37
12-31-88	799,464.93	266,488.31	15,989.30	282,477.61
06-30-89	532,976.62	266,488.31	10,659.53	277,147.84
12-31-89	266,488.31	266,488.31	5,329.77	271,818.08
TOTALS		$3,197,859.72	$943,538.68	$4,141,398.40

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ANNEX F

UNITED STATES DEPARTMENT OF AGRICULTURE

(Commodity Credit Corporation)
Consolidation and Rescheduling of Payments Agreement
With

THE REPUBLIC OF ZAIRE

Repayment Schedule for First Consolidation Period, PL-480, Non-Consolidated Debt
(Amounts Originally due July 1, 1979, Through June 30, 1980)

Repayment Terms

Interest: 4 percent annually

Principal: 4 equal annual installments

Installment Due Date	Balance of Principal Outstanding	Amount Due		
		Principal	Interest	Total
06-30-80	$355,317.75	$88,829.44	$8,901.85	$97,731.29
12-31-80	266,488.31	-0-	5,329.77	5,329.77
06-30-81	266,488.31	88,829.44	5,329.77	94,159.21
12-31-81	177,658.89	-0-	3,553.18	3,553.18
06-30-82	177,658.89	88,829.44	3,553.18	92,382.62
12-31-82	88,829.43	-0-	1,776,59	1,776.59
06-30-83	88,829.43	88,829.43	1,776.59	90,606.02
TOTALS		$355,317.75	$30,220.93	$385,538.68

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Annex G

Schedule of Certain Amounts Due the United States of America
During the Period July 1, 1980 and December 30, 1980
Under P.L. 480, Title I Agreements With
The Republic of Zaire
Showing the Amount of Consolidated and Non-Consolidated Debt

Original Agreement Date and (Delivery Year)	Payment Due Date	Amount Due Principal	Amount Due Interest	Amount Due Total	Consolidated Debt (90%)	Non-Consolidated Debt (10%)
3-15-67 (67)	7-10-80	$ 422,315.45	$ 84,463.09	$ 506,778.54	$ 456,100.69	50,677.85
12-11-67 (68)	7-13-80	418,745.17	94,217.66	512,962.83	461,666.55	51,296.28
8-12-68 (69)	8-14-80	98,067.07	24,516.77	122,583.84	110,325.46	12,258.38
10-21-69 (71)	7-15-80	68,066.20	24,503.83	92,570.03	83,313.03	9,257.00
3-25-76 (76)	9-18-80	627,359.73	301,132.07	928,492.40	835,643.16	92,849.24
10-3-66 (66)	12-31-80	65,162.80	11,403.49	76,566.29	68,909.66	7,656.63
10-21-69 (70)	12-29-80	5,489.42	1,811.51	7,300.93	6,570.84	730.09
5-26-77 (77)	12-3-80	922,781.80	498,302.17	1,421,083.97	1,278,975.57	142,108.40
8-25-78 (78)	12-28-80		152,646.97	152,646.97	137,382.27	15,264.70
TOTAL		$2,627,987.64	$1,192,998.16	$3,820,985.80	$3,438,887.23	$382,098.57

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ANNEX H

UNITED STATES DEPARTMENT OF AGRICULTURE

(Commodity Credit Corporation)
Consolidation and Rescheduling of Payments Agreement
With

THE REPUBLIC OF ZAIRE

Repayment Schedule for Second Consolidation Period, PL-480, Consolidation Debt
(Amounts Originally due July 1, 1980, through December 31, 1980)

Repayment Terms

Interest: 4 percent annually

Principal: 12 equal semi-annual installments

Installment Due Date	Balance of Principal Outstanding	Amount Due		
		Principal	Interest	Total
12-31-80	$3,438,887.23	$ -0-	$34,067.40	$ 34,067.40
06-30-81	3,438,887.23	-0-	68,777.74	68,777.74
12-31-81	3,438,887.23	-0-	68,777.74	68,777.74
06-30-82	3,438,887.23	-0-	68,777.74	68,777.74
12-31-82	3,438,887.23	-0-	68,777.74	68,777.74
06-30-83	3,438,887.23	-0-	68,777.74	68,777.74
12-31-83	3,438,887.23	-0-	68,777.74	68,777.74
06-30-84	3,438,887.23	286,573.94	68,777.74	355,351.68
12-31-84	3,152,313.29	286,573.94	63,046.27	349,620.21
06-30-85	2,865,739.35	286,573.94	57,314.79	343,888.73
12-31-85	2,579,165.41	286,573.94	51,583.31	338,157.25
06-30-86	2,292,591.47	286,573.94	45,851.83	332,425.77
12-31-86	2,006,017.53	286,573.94	40,120.35	326,694.29
06-30-87	1,719,443.59	286,573.94	34,388.87	320,962.81
12-31-87	1,432,869.65	286,573.94	28,657.39	315,231.33
06-30-88	1,146,295.71	286,573.94	22,925.91	309,499.85
12-31-88	859,721.77	286,573.94	17,194.44	303,768.38
06-30-89	573,147.83	286,573.94	11,462.96	298,036.90
12-31-89	286,573.89	286,573.89	5,731.48	292,305.37
TOTALS		$3,438,887.23	$893,789.18	$4,332,676.41

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ANNEX I

UNITED STATES DEPARTMENT OF AGRICULTURE

(Commodity Credit Corporation)
Consolidation and Rescheduling of Payments Agreement
With

THE REPUBLIC OF ZAIRE

Repayment Schedule for Second Consolidation Period, PL-480, Non-Consolidated Debt
(Amounts Originally due July 1, 1980, Through December 31, 1980)

Repayment Terms

Interest: 4 percent annually

Principal: 4 equal annual installments

Installment Due Date	Balance of Principal Outstanding	Amount Due		
		Principal	Interest	Total
12-31-80	$382,098.57	$95,524.64	$3,785.27	$ 99,309.91
06-30-81	286,573.93	-0-	5,731.48	5,731.48
12-31-81	286,573.93	95,524.64	5,731.48	101,256.12
06-30-82	191,049.29	-0-	3,820.99	3,820.99
12-31-82	191,049.29	95,524.64	3,820.99	99,345.63
06-30-83	95,524.25	-0-	1,910.49	1,910.49
12-31-83	95,524.25	95,524.65	1.910.49	97,435.14
TOTALS		$382,098.57	$26,711.19	$408,809.76

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DENMARK

Defense: Security of Military Information

Agreement effected by exchange of notes
Dated at Copenhagen January 23 and February 27, 1981;
Entered into force February 27, 1981.

The American Ambassador to the Danish Minister for Foreign Affairs

No. 5

The Ambassador of the United States of America presents his compliments to His Excellency the Minister for Foreign Affairs of Denmark and has the honor to refer to recent discussions between representatives of our respective Governments concerning the desirability of extending to all classified military information exchanged between our two Governments the same principles that our Governments have agreed to apply in safeguarding classified military information covered by the Security Agreement by the Parties to the North Atlantic Treaty,[1] approved by the North Atlantic Council on January 6, 1950, and the Basic Principles and Minimum Standards of Security (NATO Document C-M(55) 15 (Final), approved by the Council on March 2, 1955.

It is proposed, therefore, that all classified military information communicated directly or indirectly between our two Governments shall be protected in accordance with the following principles:

a. the recipient Government will not release the information to a third Government or any other party without the approval of the releasing Government;
b. the recipient Government will afford the information a degree of protection equivalent to that afforded it by the releasing Government;
c. the recipient Government will not use the information for other than the purpose for which it was given; and

---

[1] Signed Apr. 4, 1949. TIAS 1964; 63 Stat. 2241; 4 Bevans 828.

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d. the recipient will respect private rights, such as patents, copyrights, or trade secrets which are involved in the information.

Classified military information and material shall be transferred only on a government agency-to-government agency basis and only to persons who have appropriate security clearance for access to it.

For the purpose of this agreement classified military information is that official military information or material which in the interests of national security of the releasing Government, and in accordance with applicable national laws and regulations, requires protection against unauthorized disclosure and which has been designated as classified by appropriate security authority. This includes any classified information, in any form, including written, oral, or visual. Material may be any document, product, or substance on, or in which, information may be recorded or embodied. Material shall encompass everything regardless of its physical character or makeup including, but not limited to, documents, writing, hardware, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, plans, prototypes, designs, configurations, maps, and letters, as well as all other products, substances, or items from which information can be derived.

Information classified by either of our two Governments and furnished by either Government to the other through Government channels will be assigned a classification by appropriate authorities of the receiving Government which will assure a degree of protection equivalent to that required by the Government furnishing the information.

This Agreement shall apply to all exchanges of classified military information between all agencies and authorized officials of our two Governments. However, this Agreement shall not apply to classified information for which separate security agreements and arrangements already have been concluded. Details regarding channels of communication and the application of the foregoing principles shall be the subject of such technical arrangements (including an Industrial Security Arrangement) as may be necessary between appropriate agencies of our respective Governments.

Each Government will permit security experts of the other Government to make periodic visits to its territory, when it is mutually convenient, to discuss with its security authorities its procedures and facilities for the protection of classified military information furnished to it by the other Government. Each Government will assist such experts in determining whether such information provided to it by the other Government is being adequately protected.

The recipient Government will investigate all cases in which it is known or there are grounds for suspecting that classified military information from the originating Government has been lost or dis-

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closed to unauthorized persons. The recipient Government shall also promptly and fully inform the originating Government of the details of any such occurrences, and of the final results of the investigation and corrective action taken to preclude recurrences.

In the event that either Government or its contractors award a contract involving classified military information for performance within the territory of the other Government, then the Government of the country in which performance under the contract is taking place will assume responsibility for administering security measures within its own territory for the protection of such classified information in accordance with its own standards and requirements.

Prior to the release to a contractor or prospective contractor of any classified military information received from the other Government, the recipient Government will:

a. insure that such contractor or prospective contractor and his facility have the capability to protect the information adequately;
b. grant to the facility an appropriate security clearance to this effect;
c. grant appropriate security clearance for all personnel whose duties require access to the information;
d. insure that all persons having access to the information are informed of their responsibilities to protect the information in accordance with applicable laws;
e. carry out periodic security inspections of cleared facilities;
f. assure that access to the military information is limited to those persons who have a need to know for official purposes. A request for authorization to visit a facility when access to the classified military information is involved will be submitted to the appropriate department or agency of the Government of the country where the facility is located by an agency designated for this purpose by the other Government; this request will include a statement of the security clearance, the official status of the visitor and the reason for the visit. Blanket authorizations for visits over extended periods may be arranged. The Government to which the request is submitted will be responsible for advising the contractor of the proposed visit and for authorizing the visit to be made.

Costs incurred in conducting security investigations or inspections required hereunder will not be subject to reimbursement.

If the foregoing is agreeable to your Government, it is proposed that this note and your reply to that effect shall constitute a General Security of Military Information Agreement between our two Governments effective the date of your reply.

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The Ambassador of the United States of America takes this opportunity to renew to His Excellency the Minister for Foreign Affairs the assurances of his highest consideration.

W D M [1]

EMBASSY OF THE UNITED STATES OF AMERICA,
COPENHAGEN, *January 23, 1981.*

[1] Warren D. Manshel.

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The Danish Minister for Foreign Affairs to the American Ambassador

Copenhagen, February 27,1981.

Sir,

I have the honour to acknowledge receipt of Your Excellency's Note of January 23, 1981, which reads as follows:

"The Ambassador of the United States of America presents his compliments to His Excellency the Minister for Foreign Affairs of Denmark and has the honor to refer to recent discussions between representatives of our respective Governments concerning the desirability of extending to all classified military information exchanged between our two Governments the same principles that our Governments have agreed to apply in safeguarding classified military information covered by the Security Agreement by the Parties to the North Atlantic Treaty, approved by the North Atlantic Council on January 6, 1950, and the Basic Principles and Minimum Standards of Security (NATO Document C-M(55)15(Final)), approved by the Council on March 2, 1955.

It is proposed, therefore, that all classified military information communicated directly or indirectly between our two Governments shall be protected in accordance with the following principles:

a. the recipient Government will not release the information to a third Government or any other party without the approval of the releasing Government;

b. the recipient Government will afford the information a degree of protection equivalent to that afforded it by the releasing Government;

c. the recipient Government will not use the information for other than the purpose for which it was given; and

d. the recipient will respect private rights, such as patents, copyrights, or trade secrets which are involved in the information.

His Excellency
Mr. Warren Demian Manshel
Ambassador of the United States of America
Copenhagen

TIAS 10109

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classified military information and material shall be transferred only on a government agency-to-government agency basis and only to persons who have appropriate security clearance for access to it.

For the purpose of this agreement classified military information is that official military information or material which in the interests of national security of the releasing Government, and in accordance with applicable national laws and regulations, requires protection against unauthorized disclosure and which has been designated as classified by appropriate security authority. This includes any classified information, in any form, including written, oral, or visual. Material may be any document, product, or substance on, or in which, information may be recorded or embodied. Material shall encompass everything regardless of its physical character or makeup including, but not limited to, documents, writing, hardware, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, plans, prototypes, designs, configurations, maps, and letters, as well as all other products, substances, or items from which information can be derived.

Information classified by either of our two Governments and furnished by either Government to the other through Government channels will be assigned a classification by appropriate authorities of the receiving Government which will assure a degree of protection equivalent to that required by the Government furnishing the information.

This Agreement shall apply to all exchanges of classified military information between all agencies and authorized officials of our two Governments. However, this Agreement shall not apply to classified information for which separate security agreements and arrangements already have been concluded. Details regarding channels of communication and the application of the foregoing principles shall be the subject of such technical arrangements (including an Industrial Security Arrangement) as may be necessary between appropriate agencies of our respective Governments.

Each Government will permit security experts of the other Government to make periodic visits to its territory, when it is mutually convenient, to discuss with its security authorities its procedures and facilities for the protection of classified military information furnished to it by the other Government. Each Government will assist such experts in determining whether such information provided to it by the other Government is being adequately protected.

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The recipient Government will investigate all cases in which it is known or there are grounds for suspecting that classified military information from the originating Government has been lost or disclosed to unauthorised persons. The recipient Government shall also promptly and fully inform the originating Government of the details of any such occurrences, and of the final results of the investigation and corrective action taken to preclude recurrences.

In the event that either Government or its contractors award a contract involving classified military information for performance within the territory of the other Government, then the Government of the country in which performance under the contract is taking place will assume responsibility for administering security measures within its own territory for the protection of such classified information in accordance with its own standards and requirements.

Prior to the release to a contractor or prospective contractor of any classified military information received from the other Government, the recipient Government will:

a. insure that such contractor or prospective contractor and his facility have the capability to protect the information adequately;

b. grant to the facility an appropriate security clearance to this effect;

c. grant appropriate security clearance for all personnel whose duties require access to the information;

d. insure that all persons having access to the information are informed of their responsibilities to protect the information in accordance with applicable laws;

e. carry out periodic security inspections of cleared facilities;

f. assure that access to the military information is limited to those persons who have a need to know for official purposes. A request for authorisation to visit a facility when access to the classified military information is involved will be submitted to the appropriate department or agency of the Government of the country where the facility is located by an agency designated for this purpose by the other Government; this request will include a statement of the security clearance, the official status of the visitor and the reason for the visit. Blanket authorisations for visits over extended periods may be arranged. The Government to which the request

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is submitted will be responsible for advising the contractor of the proposed visit and for authorising the visit to be made.

Costs incurred in conducting security investigations or inspections required hereunder will not be subject to reimbursement.

If the foregoing is agreeable to your Government, it is proposed that this note and your reply to that effect shall constitute a General Security of Military Information Agreement between our two Governments effective the date of your reply.

The Ambassador of the United States of America takes this opportunity to renew to His Excellency the Minister for Foreign Affairs the assurances of his highest consideration".

In reply, I have the honour to state that the Government of Denmark accepts the proposal of the Government of the United States of America and agrees that Your Excellency's Note and the present reply shall constitute an agreement between the two Governments of Denmark and the United States of America.

I avail myself of this opportunity to renew to you, Sir, the assurance of my highest consideration.

[1]

[1] Kjeld Olesen.

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NORTH ATLANTIC TREATY ORGANIZATION

Privileges and Immunities

Agreement signed at Brussels March 3, 1981;
Entered into force March 3, 1981.

AGREEMENT

BETWEEN THE NORTH ATLANTIC TREATY[1] ORGANISATION AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA CONCERNING THE APPLICATION OF PART IV OF THE AGREEMENT ON THE STATUS OF THE NORTH ATLANTIC TREATY ORGANISATION, NATIONAL REPRESENTATIVES AND INTERNATIONAL STAFF, SIGNED IN OTTAWA ON 20TH SEPTEMBER, 1951, [2] TO THE OFFICIALS OF NATO CIVILIAN BODIES LOCATED ON THE TERRITORY OF THE UNITED STATES OF AMERICA.

The North Atlantic Treaty Organisation and the Government of the United States of America:

WHEREAS the United States Government has agreed to the request that it receive the NAMSA NIKE Training Centre (NNTC) at Fort Bliss, Texas, and part of the staff of the NATO AEW&C Progamme Management Agency (NAPMA) at Bedford, Massachusetts and at Seattle, Washington;

WHEREAS it may become necessary to set up other NATO civilian bodies or to assign officials of such bodies to the territory of the United States of America;

WHEREAS in order to carry out their duties, the officials of the Organisation holding appointments in NATO civilian bodies on the territory of the United States of America must be accorded the privileges and immunities provided for in Part IV of the "Agreement on the Status of the North Atlantic Treaty Organisation, National Representatives and International Staff" signed in Ottawa on 20th September, 1951 and hereinafter referred to as the Ottawa Agreement;

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[1] TIAS 1964; 63 Stat. 2241; 4 Bevans 828.
[2] TIAS 2992; 5 UST 1087.

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In pursuance of Article XVII of the said Agreement, have agreed as follows:

ARTICLE I

The categories of officials of the North Atlantic Treaty Organisation and of the subsidiary bodies of that Organisation to which on the territory of the United States of America, Articles XVIII and XIX of the Ottawa Agreement apply, shall include the officials of grades A, L, B and C as provided for in the NATO Civilian Personnel Regulations when such officials are stationed on the territory of the United States of America.

ARTICLE II

1. The immunity from legal process referred to in Article XVIII(a) of the Ottawa Agreement shall not apply in the case of civil or criminal actions arising from the use of motor vehicles.

2. The exemption from taxation referred to in Article XIX of the Ottawa Agreement shall not prevent the United States from taxing income of a NATO official from sources within the United States not paid by NATO.

ARTICLE III

1. United States nationals in one of the categories mentioned in Article I of the present Agreement holding appointments in any of the NATO civilian bodies located on the territory of the United States of America shall be accorded solely the privileges and immunities provided for in paragraphs (a), (b) and (c) of Article XXIII of the Ottawa Agreement.

2. The exemption from taxation on the salaries and emoluments paid by the Organisation shall not apply to any United States nationals.

ARTICLE IV

1. In implementation of Article XVII of the Ottawa Agreement, the Secretary General of NATO shall communicate to the Government of the United States of America, as soon as possible and not later than 1st January of each year, a list of the names of NATO officials with the indication of their grade and functions, holding appointments in the NATO civilian bodies located on the territory of the United States of America.

2. The Government of the United States of America shall be informed promptly of any changes in the establishment and in the grades and functions of the staff.

ARTICLE V

1. The present Agreement shall enter into force on the date of the last signature and take effect on the date on which a NATO civilian body began its work on the territory of the United States of America.

2. Termination of the present Agreement shall occur six months after written notification by either party.

TIAS 10110

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IN WITNESS WHEREOF, the Secretary General of NATO, acting in pursuance of Article XVII of the Ottawa Agreement and the Representative of the Government of the United States of America duly authorised thereto, have signed the present Agreement.

DONE in Brussels, this 3rd day of March, One Thousand Nine Hundred and Eighty One in two original copies in the English and French languages, both texts being equally authentic.

FOR THE GOVERNMENT
OF THE UNITED STATES
OF AMERICA,

W. TAPLEY BENNETT

FOR THE NORTH ATLANTIC
TREATY ORGANISATION,

JOSEPH M A H LUNS

ACCORD

ENTRE L'ORGANISATION DU TRAITE DE L'ATLANTIQUE NORD ET LE GOUVERNEMENT DES ETATS UNIS D'AMERIQUE CONCERNANT L'APPLICATION DU TITRE IV DE LA CONVENTION SUR LE STATUT DE L'ORGANISATION DU TRAITE DE L'ATLANTIQUE NORD, DES REPRESENTANTS NATIONAUX ET DU PERSONNEL INTERNATIONAL SIGNEE A OTTAWA LE 20 SEPTEMBRE 1951 AUX FONCTIONNAIRES DES ORGANISMES CIVILS DE L'OTAN SITUES SUR LE TERRITOIRE DES ETATS UNIS D'AMERIQUE.

L'Organisation du Traité de l'Atlantique Nord et le Gouvernement des Etats Unis d'Amérique:

CONSIDERANT que le Gouvernement des Etats Unis d'Amérique a accepté à accueillir le Centre de Formation NAMSA NIKE (N.N.T.C.) à Fort Bliss, Texas et une partie du personnel de l'Agence de gestion du programme AEW&C de l'OTAN (NAPMA) à Bedford, Massachussets et à Seattle, Washington;

CONSIDERANT qu'il pourrait devenir nécessaire de créer d'autres organismes civils OTAN ou d'employer du personnel de tels organismes sur le territoire des Etats Unis d'Amérique;

CONSIDERANT qu'il est nécessaire que les fonctionnaires de l'Organisation au service d'organismes civils de l'OTAN établis sur le territoire des Etats Unis d'Amérique bénéficient des priviléges et im-

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munités prévus au Titre IV de la "Convention sur le Statut de l'Organisation du Traité de l'Atlantique Nord, les représentants nationaux et du personnel international" signée à Ottawa le 20 septembre 1951, ci-après dénommée la "Convention d'Ottawa", pour exercer leurs fonctions;

En application de l'article XVII de ladite Convention, sont convenus de ce qui suit:

ARTICLE I

Les catégories de fonctionnaires de l'Organisation du Traité de l'Atlantique Nord et des organismes subsidiaires de cette Organisation auxquelles s'appliquent sur le territoire des Etats Unis d'Amérique les articles XVIII et XIX de la Convention d'Ottawa, comprennent les fonctionnaires des grades A, L, B et C prévus au Règlement du personnel de l'OTAN quand ces fonctionnaires sont en poste sur le territoire des Etats Unis d'Amérique.

ARTICLE II

1. L'immunité de juridiction mentionnée là l'article XVIII(a) de la Convention d'Ottawa ne joue pas en cas d'actions au civil ou au criminel découlant de l'utilisation de véhicules automobiles.

2. L'exonération d'impôts mentionnée là l'article XIX de la Convention d'Ottawa n'empêche pas les Etats Unis d'imposer les revenus d'un membre du personnel perçus sur le territoire des Etats Unis mais non payés par l'OTAN.

ARTICLE III

1. Les ressortissants américains en service auprès d'un organisme civil OTAN situé sur le territoire des Etats Unis d'Amérique et appartenant à l'une des catégories spécifiées par l'article I du présent Accord ne jouissent que des privilèges et immunités prévus aux paragraphes (a), (b) et (c) de l'article XXIII de la Convention d'Ottawa.

2. L'exonération d'impôts sur les salaires et émoluments payés par l'Organisation n'est pas applicable aux ressortissants des Etats Unis.

ARTICLE IV

1. En application de l'article XVII de la Convention d'Ottawa, le Secrétaire Général de l'OTAN communiquera aussitôt que possible et au plus tard le ler janvier de chaque année, au Gouvernement des Etats Unis d'Amérique une liste nominative avec indication du grade et de la qualification des fonctionnaires de l'OTAN en poste auprès des organismes civils situés sur le territoire des Etats Unis d'Amérique.

2. Tout changement intervenu dans les effectifs, dans les grades et dans les qualifications desdits fonctionnaries sera communiqué immédiatement au Gouvernement des Etats Unis d'Amérique.

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ARTICLE V

1. Le présent Accord entrera en vigueur à la date de la dernière signature qui y sera apposée et prendra effet à la date à laquelle un organisme civil a commencé à fonctionner sur le territoire des Etats Unis d'Amérique.

2. Le présent Accord prendra fin six mois après notification écrite par l'une ou l'autre des deux parties.

EN FOI DE QUOI, le Secrétaire Général de l'OTAN agissant en application de l'article XVII de la Convention d'Ottawa, et le Représentant du Gouvernement des Etats Unis d'Amérique, dûment autorisés à cet effet, ont signé le présent Accord.

FAIT à Bruxelles, le Zme Jour Mars Mil Neuf Cent Quatre Vingt et Un, en deux exemplaires originaux, dans les langues française et anglaise, les deux textes faisant également foi.

POUR LE GOUVERNEMENT
DES ETATS UNIS D'AMÉRIQUE,

W. TAPLEY BENNETT

POUR L'ORGANISATION DU
TRAITÉ DE L'ATLANTIQUE NORD,

JOSEPH M A H LUNS

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CANADA

North American Aerospace Defense Command (NORAD)

Agreement effected by exchange of notes
Signed at Ottawa March 11, 1981;
Entered into force March 11, 1981;
Effective May 12, 1981.

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The Canadian Secretary of State for External Affairs and the Minister of National Defense to the Secretary of State

Department of External Affairs Ministère des Affaires extérieures

Canada

Ottawa, March 11, 1981

FLE-344

Sir,

I have the honour to refer to discussions that have taken place between representatives of our two Governments regarding future cooperation between Canada and the United States in the defence of North America. Our Governments remain convinced that such cooperation, conducted within the framework of the North Atlantic Treaty,[1] remains vital to their mutual security, compatible with their national interests, and an important element of their contribution to the overall security of the NATO area.

As neighbors and allies within North America, our two Governments have accepted special responsibilities for the security of the Canada-United States region of NATO and, in fulfilling these responsibilities, have entered into a

The Honourable Alexander Haig,
Secretary of State of the
United States of America.

[1] Signed Apr. 4, 1949. TIAS 1964; 63 Stat. 2241; 4 Bevans 828.

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number of bilateral arrangements to facilitate joint defence activities. Among these, the arrangements for air defence, aerospace surveillance, and missile warning embodied in the North American Air Defence Command (NORAD) have provided the means of exercising effective operational control of the forces assigned by our two Governments to the aerospace defence of North America.

In the years since the NORAD Agreement was first concluded, there have been significant changes in the character of strategic weapons and in the nature of the threat they pose to North America. The most important of these changes has been the major increase in the number and sophistication of strategic missiles. There has also been an increasing use of space for strategic and tactical purposes. In addition, although missiles constitute the principal threat, long-range bombers continue to pose a threat to North America.

In view of the continuing mission of aerospace surveillance and warning and air defence, our two Governments agree that, to properly reflect aerospace surveillance and missile warning related responsibilities, it is appro-

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priate to redesignate NORAD as the North American Aerospace Defence Command.

In light of these developments, our two Governments retain a common interest in the maintenance of effective surveillance and control of North American airspace and in preventing its use for purposes detrimental to the security of North America. Since peacetime surveillance and control are expected to continue as functions important to the sovereign control of national airspace, each Government will maintain a system to carry out these activities in conjunction with the air defence and aerospace surveillance and warning operations of NORAD.

The large volume of air traffic flowing daily to, from, and within North American airspace, much of it across the border between our two countries, dictates that our national airspace surveillance and control systems be compatible with each other and requires a high degree of coordination between their military components. Our Governments agree that the necessary command, control and information exchange arrangements can most effectively and economically be provided by the continued operation of NORAD.

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In addition to performing the airspace surveillance and control functions related to air defence, NORAD will monitor and report on space activities of strategic and tactical interest and will provide warning of aerospace events that may threaten North America. In view of the increasing importance of space to the defence of North America, our Governments will seek ways to enhance cooperation in accordance with mutually agreed arrangements in the surveillance of space and in the exchange of information on space events relevant to North American defence.

The primary objectives of NORAD will continue to be:

a. to assist each nation to safeguard the sovereignty of its airspace;

b. to contribute to the deterrence of attack on North America by providing capabilities for aerospace surveillance, warning and characterization of aerospace attack, and defence against air attack; and

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c. should deterrence fail, to ensure an appropriate response against attack by providing for the effective use of the forces of the two countries available for air defence.

As in the case of all joint defence activities, the future activities envisaged for NORAD will require the closest cooperation between authorities of our two Governments. It is recognized that this can be achieved in a mutually satisfactory way only if full and meaningful consultation is carried out on a continuing basis. Our two Governments, therefore, undertake to insure that such consultation takes place.

On the basis of our common appreciation of the circumstances described and of the experience gained since the inception of NORAD, my Government proposes that the following principles should govern the future organization and operations of the North American Aerospace Defence Command.

a. The Commander in Chief, NORAD (CINCNORAD), and the Deputy in CINCNORAD's absence, will be

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responsible to the Chief of Defence Staff of Canada and the Joint Chiefs of Staff of the United States, who in turn, are responsible to their respective Governments. CINCNORAD will function in support of the concepts of surveillance, warning, control, and defence approved by the authorities of our two Governments for the defence of the Canada-United States region of the NATO area.

b. NORAD will include such combat units and individuals as are specifically allocated to it by the two Governments. The jurisdiction of CINCNORAD over those units and individuals is limited to operational control as hereinafter defined.

c. "Operational control" is the power to direct, coordinate, and control the operational activities of forces assigned, attached, or otherwise made available. No permanent changes of station would be made without approval of the higher national authority

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concerned. Temporary reinforcement from one area to another, including the crossing of the international boundary, to meet operational requirements will be within the authority of commanders having operational control. The basic command organization for the defence forces of the two countries, including administration, discipline, internal organization, and unit training, shall be exercised by national commanders responsible to their national authorities.

d. The appointment of CINCNORAD and the Deputy must be approved by the Canadian and United States Governments. They will not be from the same country, and the CINCNORAD staff shall be an integrated staff composed of officers of both countries. During the absence of CINCNORAD, command will pass to the Deputy Commander.

e. The North Atlantic Treaty Organization will continue to be kept informed through the

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Canada-United States Regional Planning Group of arrangements for the aerospace defence of North America.

f. The plans and procedures to be followed by NORAD in wartime shall be formulated and approved by appropriate national authorities and shall be capable of rapid implementation in an emergency. Any plans or procedures recommended by NORAD that bear on the responsibilities of civilian departments or agencies of the two Governments shall be referred for decision by the appropriate military authorities to those agencies and departments and may be the subject of intergovernmental coordination through an appropriate medium such as the Permanent Joint Board on Defence, Canada-United States.

g. Terms of reference of CINCNORAD and the Deputy will be consistent with the foregoing principles. Changes in these terms of reference may be made by agreement between the Canadian

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Chief of Defence Staff and the US Joint Chiefs of Staff, with approval of higher authority, as appropriate, provided that these changes are in consonance with the principles set out in this Note.

h. The financing of expenditures connected with the operation of the integrated headquarters of NORAD will be arranged by mutual agreement between appropriate agencies of the two Governments.

j. The Agreement between parties to the North Atlantic Treaty regarding the Status of their Forces signed in London on June 19, 1951,[1] shall apply.

k. Public statements by CINCNORAD on matters of interest to Canada and the United States will in all cases be the subject of prior consultation and agreement between appropriate agencies of the two Governments.

[1] TIAS 2846, 5351, 7759; 4 UST 1792; 14 UST 531; 24 UST 2355.

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If the Government of the United States of America concurs in the considerations and provisions set forth herein, I have the honour to propose that this Note, which is equally authentic in English and French, and your reply to that effect shall constitute an agreement between our two Governments, which will enter into force on the date of your reply, with effect from May 12, 1981. This agreement will supersede the agreement on the North American Air Defence Command concluded in Washington, D.C., on May 12, 1958; and subsequently renewed on March 30, 1968; May 10, 1973; May 12, 1975; and May 12, 1980.[1]

The present agreement will remain in effect for a period of 5 years during which its terms may be reviewed at any time at the request of either party. It may be terminated by either Government, following 12 months' written notice to the other.

[1] TIAS 4031, 6467, 7618, 8085, 9757; 9 UST 588; 19 UST 4719; 24 UST 1037; 26 UST 973; 32 UST 1069.

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Accept, Sir, the assurances of my highest consideration.

[1]

Secretary of State for
External Affairs

[2]

Minister of National Defence

[1] Mark MacGuigan.
[2] Gilles Lamontagne.

TIAS 10111

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French Text of the Canadian Note

Department of External Affairs — Canada — Ministère des Affaires extérieures

Ottawa, le 11 mars 1981

FLE-344

Monsieur,

J'ai l'honneur de me référer aux entretiens qui ont eu lieu entre des représentants de nos deux gouvernements au sujet de la collaboration future entre le Canada et les États-Unis en ce qui concerne la défense de l'Amérique du Nord. Nos gouvernements demeurent convaincus qu'une telle collaboration, menée dans le cadre du Traité de l'Atlantique Nord, reste vitale pour leur sécurité mutuelle et compatible avec leurs intérêts nationaux, et qu'elle constitue un élément important de leur contribution à la sécurité générale de la zone OTAN.

En tant que voisins et alliés en Amérique du Nord, nos deux gouvernements ont accepté des responsabilités particulières au regard de la sécurité du secteur Canada-États-Unis de l'OTAN et, pour s'acquitter de ces responsabilités, ils ont conclu un certain nombre d'arrangements bilatéraux pour faciliter les activités de

L'honorable Alexander Haig,
Secrétaire d'État des
État-Unis d'Amérique

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défense. Parmi ces arrangements, ceux qui ont trait à la défense aérienne, à la surveillance aérospatiale et à l'alerte anti-missile, incorporés au Commandement de la défense aérienne de l'Amérique du Nord (NORAD), ont fourni les moyens d'exercer une direction opérationnelle efficace sur les forces affectées par nos deux gouvernements à la défense aérospatiale de l'Amérique du Nord.

Depuis la conclusion de l'Accord NORAD, les armes stratégiques ont subi des modifications considérables, changeant du même coup la nature de la menace qu'elles faisaient peser sur l'Amérique du Nord. Le changement le plus important a été la forte augmentation du nombre de missiles stratégiques et leur perfectionnement. En outre, l'espace a été de plus en plus utilisé à des fins stratégiques et tactiques. Enfin, bien que les missiles représentent la principale menace, les bombardiers à long rayon d'action constituent toujours un danger pour l'Amérique du Nord.

Étant donné la permanence de leur mission de surveillance et d'alerte aérospatiales et de défense aérienne, nos deux gouvernements conviennent que, pour refléter comme il se doit les responsabilités relatives à la surveillance aérospatiale et à l'alerte anti-missile, il est justifié de remplacer le nom du Commandement par

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Commandement de la défense aérospatiale de l'Amérique du Nord.

Compte tenu de l'évolution de la situation, nos gouvernements ont tous deux intérêt à maintenir la surveillance et le contrôle efficaces de l'espace aérien nord-américain et à empêcher qu'il ne soit utilisé au détriment de la sécurité de l'Amérique du Nord. Comme la surveillance et le contrôle de cet espace en temps de paix continueront vraisemblablement de revêtir de l'importance pour ce qui est de l'exercice de la souveraineté sur l'espace aérien national, chaque gouvernement maintiendra un système destiné à mener ces activités de concert avec les opérations de défense aérienne et de surveillance et d'alerte aérospatiales du NORAD.

L'intensité du trafic aérien quotidien, en direction et à partir de l'espace aérien nord-américain et dans ses limites, pour une grande partie entre nos deux pays, exige que nos systèmes nationaux de contrôle et de surveillance de l'espace aérien soient compatibles et que leurs éléments militaires soient bien coordonnés. Nos gouvernements conviennent que les opérations du NORAD

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restent le moyen le plus efficace et le plus économique de mettre en oeuvre les arrangements nécessaires en matière de contrôle, de commandement et d'échange d'informations.

Outre les fonctions de contrôle et de surveillance de l'espace aérien qu'il doit remplir dans le cadre de la défense aérienne, le NORAD continuera de surveiller les activités spatiales d'intérêt tactique et stratégique, de faire rapport sur ces dernières et de signaler toute activité aérospatiale qui peut représenter une menace pour l'Amérique du Nord. Vu l'importance croissante de l'espace pour la défense de l'Amérique du Nord, nos gouvernements rechercheront les moyens de renforcer la coopération, conformément à des arrangements conjointement approuvés en matière de surveillance de l'espace et d'échange d'informations sur les activités spatiales intéressant la défense de l'Amérique du Nord.

Les principaux objectifs du NORAD continueront d'être les suivants:

a. aider chaque pays à sauvegarder la souveraineté de son espace aérien;

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b. contribuer à dissuader de toute attaque contre l'Amérique du Nord en fournissant les moyens d'assurer la surveillance aérospatiale, d'alerter contre les attaques aérospatiales, de les caractériser et de se défendre contre une attaque aérienne; et

c. si la dissuasion devait échouer, assurer une riposte appropriée à toute attaque en prévoyant l'utilisation efficace des forces disponibles des deux pays pour la défense aérienne.

Comme c'est le cas de toutes les activités communes de défense, les activités futures du NORAD exigeront la collaboration la plus étroite des autorités de nos deux gouvernements. Il est admis que cette collaboration ne pourra être satisfaisante pour les deux parties que si des consultations détaillées et valables se tiennent sur une base permanente. Nos deux gouvernements conviennent donc de veiller à ce que de telles consultations aient lieu.

Sur la base de notre évaluation commune de la situation décrite et de l'expérience acquise par les deux

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pays depuis la création du NORAD, mon gouvernement propose que les principes suivants régissent à l'avenir l'organisation et les opérations du Commandement de la défense aérospatiale de l'Amérique du Nord:

a. Le Commandant-en-chef du NORAD (CINCNORAD) et son adjoint, en l'absence du CINCNORAD, relèveront du Chef de l'état-major de la Défense du Canada et des chefs d'état-major interarmées des États-Unis, lesquels seront responsables envers leurs gouvernements respectifs. Le CINCNORAD donnera son appui, dans le cadre de ses fonctions, à l'application des principes de surveillance, d'alerte, de contrôle et de défense approuvés par les autorités de nos deux pays, pour la défense du secteur Canada - États-Unis de la zone OTAN.

b. Le NORAD comprendra les unités de combat et les ressources humaines qui lui sont spécifiquement attribuées par les deux gouvernements. L'autorité du CINCNORAD sur ces unités et ces ressources se limitera à la direction opérationnelle définie ci-dessous.

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c. Les termes "direction opérationnelle" signifient l'autorité conférée pour diriger, coordonner et contrôler les opérations de forces affectées, détachées ou, à tout autre titre, rendues disponibles. Aucun changement permanent d'affectation ne serait effectué sans l'approbation de l'autorité nationale supérieure concernée. Les commandants auxquels est confiée la direction opérationnelle seront autorisés à envoyer des renforts provisoires d'une région à une autre, même au delà de la frontière, si les opérations l'exigent. L'organisation de base des commandements des forces de défense des deux pays, y compris l'administration, la discipline, l'organisation interne et l'instruction des unités, sera placée sous l'autorité des commandements nationaux qui relèveront de leurs autorités nationales.

d. La nomination du CINCNORAD et de son adjoint doit être approuvée par les gouvernements du Canada et des États-Unis. Ils ne devront pas

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venir du même pays. L'état-major du CINCNORAD sera un état-major unifié composé d'officiers des deux pays. En l'absence du Commandant-en-chef, l'autorité sera exercée par son adjoint.

e. L'Organisation du Traité de l'Atlantique Nord continuera, par l'entremise du Groupe régional de planification Canada - États-Unis, d'être tenue au courant des mesures adoptées pour la défense aérospatiale de l'Amérique du Nord.

f. Les plans et les méthodes que le NORAD devra suivre en temps de guerre seront formulés et approuvés par les autorités nationales compétentes et devront pouvoir être mis en oeuvre rapidement, en cas d'urgence. Tous plans et méthodes recommandés par le NORAD et ayant une incidence sur les responsabilités des ministères ou organismes civils des deux gouvernements seront soumis par les autorités militaires compétentes à la décision de ces ministères et organismes et pourront faire

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l'objet d'une coordination intergouvernementale par l'intermédiaire d'un organisme approprié tel que la Commission mixte permanente de la défense Canada États-Unis.

g. Les attributions du Commandant-en-chef et de son adjoint seront compatibles avec les principes exposés ci-dessus. Elles pourront être modifiées par voie d'accord entre le Chef de l'état-major de la Défense du Canada et les chefs d'état major interarmées des États-Unis, avec l'approbation d'une autorité supérieure, selon le cas, pourvu que les changements soient conformes aux principes énoncés dans la présente note.

h. Le financement des dépenses relatives au fonctionnement du quartier général unifié du NORAD fera l'objet d'un accord entre les organismes compétents des deux gouvernements.

j. L'accord que les parties au Traité de l'Atlantique Nord ont signé à Londres le

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19 juin 1951 au sujet du statut de leurs forces, s'appliquera en l'occurrence.

k. Le Commandant-en-chef du NORAD ne fera de déclarations publiques sur toute question intéressant le Canada et les États-Unis qu'après consultation et entente dans chaque cas entre les organismes compétents des deux gouvernements.

Si le Gouvernement des États-Unis approuve les considérations et dispositions susmentionnées, j'ai l'honneur de proposer que la présente note, dont les versions anglaise et française font également foi, ainsi que votre réponse à cet égard constituent, entre nos deux gouvernements, un accord qui entrera en vigueur à la date de votre réponse et sera mis en application à compter du 12 mai 1981. Le présent Accord remplacera l'Accord concernant le Commandement de la défense aérienne de l'Amérique du Nord conclu à Washington, D.C., le 12 mai 1958 et reconduit par la suite le 30 mars 1968, le 10 mai 1973, le 12 mai 1975 et le 12 mai 1980.

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Le présent Accord restera en vigueur pour une période de cinq ans, au cours de laquelle les dispositions pourront en être révisées à tout moment à la demande de l'une ou l'autre des parties. L'un ou l'autre des gouvernements pourra le dénoncer après avoir donné par écrit un préavis de douze mois à l'autre partie.

Veuillez agréer, Monsieur, l'expression de ma plus haute considération.

Le secrétaire d'État aux
Affaires extérieures

Le ministre de la Défense
nationale

TIAS 10111

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The Secretary of State to the Canadian Secretary of State for External Affairs

Ottawa, March 11, 1981

Sir:

I have the honor to refer to your note of this date setting forth certain conditions and provisions regarding the continued cooperation of our two governments in the North American Aerospace Defense Command, which previously has been governed by the Agreement concluded on May 12, 1958 and subsequently renewed on March 30, 1968; May 10, 1973; May 12, 1975; and May 12, 1980.

I am pleased to inform you that my government concurs in the considerations and provisions set out in your note, and further agrees with your proposal that your note and this reply shall constitute an Agreement between our two governments, with effect from May 12, 1981.

Accept, Sir, the renewed assurances of my highest consideration.

[1]

The Honorable Mark MacGuigan, M.P., P.C.,
Secretary of State for External Affairs,
Ottawa, Canada

[1] A. M. Haig, Jr.

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AUSTRALIA

Defense: Use of RAAF Base Darwin

Agreement effected by exchange of notes
Dated at Canberra March 11, 1981;
Entered into force March 11, 1981.

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The Australian Department of Foreign Affairs to the American Embassy

CH099032

694/1/2

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to recent discussions between representatives of the two Governments concerning the proposal by the United States for the staging of United States Air Force B-52 aircraft and associated KC-135 tanker aircraft through Royal Australian Air Force Base Darwin, and the terms under which the proposed operations might proceed.

Subject to the terms and conditions specified below, the Government of Australia agrees to USAF use of RAAF Base Darwin for these staging operations:

(I) The B-52 staging operations shall be for sea surveillance in the Indian Ocean area and for navigation training purposes. The agreement of the Government of Australia shall be obtained before the facilities are used in support of any other category of operations.

(II) The operations shall consist of periodic deployments through Darwin of up to three B-52 and six KC-135 aircraft, supported by about 100 USAF personnel and associated equipment. En route to or from Darwin the B-52s may conduct low-level navigation training over Australia on the basis of the arrangements announced by the Australian Minister for Defence on 3 February 1980.

(III) Staging may include the stationing at RAAF Base Darwin of some US support personnel and equipment if requested. The support personnel would remain under US command and the RAAF would provide mutually agreed levels of logistic and administrative support.

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(IV) The Status of Forces Agreement of 9 May 1963[1] would apply.

(V) Irrespective of financial arrangements agreed between the two Governments, RAAF Base Darwin shall remain an Australian facility under Australian control.

(VI) No circumstances arising from this Agreement shall affect the title of the Government of Australia to the relevant land, or the pre-existing authority of the Government of Australia in the use of RAAF Base Darwin.

(VII) Arrangements shall be made for consultations to ensure that the Government of Australia has full and timely information about strategic and operational developments relevant to B-52 staging operations through Australia.

(VIII) In considering whether to agree to any request for alteration of the terms of this Agreement the Government of Australia shall give weight to its international commitments and policies relating inter alia to the Treaty on the Non-Proliferation of Nuclear Weapons,[2] to Australia's commitments under the Security Treaty between Australia, New Zealand and the United States of America signed at San Francisco on 1 September 1951,[3] to the common objective of deterrence of Soviet military expansion and to its understanding of US strategic and operational policies and activities as derived from the consultations under sub-paragraph VII above.

The Department of Foreign Affairs has the honour to propose that, if these terms and conditions are acceptable to

[1] TIAS 5349; 14 UST 506.
[2] Done July 1, 1968. TIAS 6839; 21 UST 483.
[3] TIAS 2493; 3 UST 3420.

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the Government of the United States of America, this Note, together with the Embassy's reply, shall constitute an agreement between the two Governments. The Department further proposes that the agreement shall enter into force on the date of the Embassy's reply and that it shall continue in force until terminated on one year's notice in writing by either Government.

The Department of Foreign Affairs takes this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

CANBERRA ACT
11 March 1981

TIAS 10112

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The American Embassy to the Australian Department of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 38

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and has the honor to acknowledge receipt of the Department's Note Number CH099032, dated March 11, 1981, concerning the proposal for the staging of United States Air Force B-52 aircraft and associated KC-135 tanker aircraft through Royal Australian Air Force Base Darwin and the terms under which the proposed operations might proceed.

The Government of the United States of America accepts the terms and conditions for the use of Royal Australian Air Force Base Darwin specified in the Department's Note and concurs that the Department's Note, together with the Embassy's reply, shall constitute an agreement between the two Governments effective as of the date of this Note.

The Embassy of the United States of America avails itself of this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America

Canberra, March 11, 1981.

TIAS 10112

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FRANCE

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Washington and Paris March 17 and April 13, 1981;
Entered into force May 18, 1981.

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INTERNATIONAL EMS/POSTADEX AGREEMENT

BETWEEN

THE UNITED STATES POSTAL SERVICE

AND

THE POSTAL ADMINISTRATION OF FRANCE

TIAS 10113

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Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1. Purpose of the Agreement

This Agreement shall govern the reciprocal exchange of International EMS/Postadex items between the United States of America and France.

Article 2. Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement;

2. Articles and paragraphs - articles and paragraphs of this Agreement, except when the context indicates that the term "article" refers to an object which is or can be inserted in an item;

3. Convention - the Universal Postal Convention[1] adopted by each Congress of the Universal Postal Union;

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by each Congress of the Universal Postal Union;

5. International EMS/Postadex service - the service established by this Agreement, the domestic counterparts of which are Express Mail Service in the United States and Postadex in France;

[1] TIAS 5881, 7150, 8231; 16 UST 1291; 22 UST 1056; 27 UST 345.

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6. Scheduled service - a service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - a service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee;

8. References to the regulations of either administration or to the internal legislation of either country are to the general regulations or legislation governing the matter in question which are applicable regardless of the country of origin.

Article 3. Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service to send items to designated addressees in accordance with a pre-determined frequency which shall be, in principle, at least once a month.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each location, based upon the time schedules of the international flights used for the conveyance of these items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to

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the entry into force of the service:

a. the number of the customer contract, which number shall appear on each item sent;

b. the names and addresses of the sender and of the addressee;

c. the days on which items are to be mailed;

d. the routing information for the items;

e. the time of delivery; and

f. the date on which service is established under the contract.

4. The administration of destination shall also be informed, within the same time-period, of any functional modification to the contract or of its cancellation.

Article 4 On-demand Service

1. Each administration shall offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the destination locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each location to which on-demand service is available, based upon the time schedules of the international flights used for the conveyance of these items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for on-demand items.

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5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5. Charges to be Collected from the Sender

Each administration shall fix the charges to be collected from senders and shall keep all of these charges.

Article 6. Charges and Fees to be Collected from the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other non-postal fees payable on each item it delivers and a charge for the collection of such fees.

Article 7. Packaging of Items

Provided that the contents do not come within the category of prohibitions listed in Article 9, each item admitted into the service shall:

a. be packed in a manner adapted to the nature of the contents and the conditions of transport;

b. bear a special address label which must show the names and addresses of the sender and of the addressee and the contract or item number;

c. satisfy the conditions of weight and size fixed by Article 10;

d. bear a C 1 customs label and a C 2/CP 3 customs declaration and be easily verifiable by the customs service.

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Article 8. Indication of Payment

The items shall be prepaid in accordance with the methods accepted by each administration.

Article 9. Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable, in all instances, to the contents of the items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions and restrictions governing entry of postal items in its service.

Article 10. Limits of Size and Weight

1. An item of International Express Mail:

   a. shall not exceed 0.90 meter for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and

   b. shall not exceed 15 kilograms in weight.

2. The administrations may agree by exchange of correspondence to change the size and weight limits established in section 1; however, the maximum weight limit shall in no event be increased in excess of 20 kilograms.

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Article 11. Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 9 has been wrongly admitted, it shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 10, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 12. General Rules for Customs Clearance and Delivery

1. Each administration shall make every effort to expedite the customs clearance of the items.

2. Each administration shall, in accordance with its internal regulations, make every effort to effect delivery of the items as promptly as possible.

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Article 13. Undeliverable Items

1. If an item cannot be delivered, it shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Postadex/EMS service.

4. Neither administration shall charge the other for the return of an undeliverable item.

Article 14. Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 15. Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries originating in the other administration.

2. Inquiries shall be accepted only within a period of four months from the day on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery of items.

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Article 16. Payment of Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of items than it has sent during that year shall have the right to collect from the other administration, as compensation, a payment for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. The imbalance charge can be modified as follows:

a. Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of service;

b. To be applicable, any modification of the imbalance charge must:

- be communicated to the other administration at least three months in advance;
- remain in force for at least one year.

4. No compensatory payment shall be collected if the difference in the number of items exchanged is less than one thousand.

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Article 17. Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the relevant provisions of the Convention.

Article 18. Onward Air Conveyance Charges

1. The administrations may agree, by correspondence, to provide onward air conveyance services under the terms of this article.

2. Each administration shall, in accordance with the arrangements under paragraph 1 of this article, provide onward air conveyance of items originating in or addressed to all the countries with which it has established EMS type arrangements. It shall also indicate the minimum time required to perform this service.

3. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the corresponding rates established in the Convention.

Article 19. Collection of Additional Rates, Charges, or Fees Prohibited

The administrations may collect only the rates, charges, and fees established under this Agreement.

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Article 20. Application of the Convention

The Convention and its Detailed Regulations shall be applicable by analogy, in all cases not expressly governed by this Agreement and its Detailed Regulations.

Article 21. Temporary Suspension of Service

1. Should extraordinary circumstances justify it, either administration may temporarily suspend the service.

2. Notice of such suspension shall be given immediately to the other administration.

Article 22. Detailed Regulations

1. Details of implementation of this Agreement shall be governed by its Detailed Regulations.

2. The provisions of the Detailed Regulations may be amended not inconsistently with this Agreement, by mutual consent by means of correspondence between officials of each administration who have been authorized to make such amendments.

Article 23. Arbitration

Any dispute arising between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the

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dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which participate in the international EMS service.

Article 24. Additional Rules and Regulations

Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 25. Prior Agreement Superseded

This Agreement abrogates and supersedes the Bilateral Convention between the United States and France for the exchange of Express Mail/Postadex items which entered into effect on June 16, 1975.[1]

Article 26. Entry into Force and Duration of the Agreement

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[2]

2. This Agreement shall expire twelve months after one of the administrations notifies the other administration in writing of termination.

---

[1] Signed June 6 and 24, 1975. TIAS 8841; 29 UST 646.
[2] May 18, 1981.

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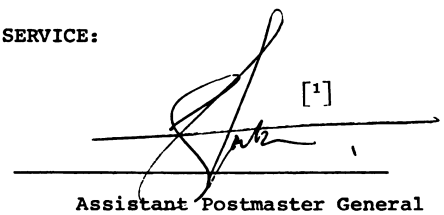
Done in duplicate in the English and French languages, both versions being equally authenic, and signed at Washington, D.C. on the 17th day of March, 1981, and at Paris, France on the 13th day of April 1981.

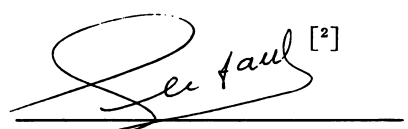
FOR THE UNITED STATES POSTAL SERVICE:



[1]

Assistant Postmaster General
International Postal Affairs

FOR THE POSTAL ADMINISTRATION OF FRANCE:



[2]

Chef du Service des Affaires
Internationales

[1] H. Edgar S. Stock.
[2] P. Le Saux.

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DETAILED REGULATIONS OF THE INTERNATIONAL EMS AGREEMENT/POSTADEX BETWEEN THE UNITED STATES POSTAL SERVICE AND THE POSTAL ADMINISTRATION OF FRANCE

TIAS 10118

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The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International EMS/Postadex Agreement between the postal administrations of the United States of America and France.

Article 101. Information to be Supplied by the Administrations

1. Each administration shall notify the other administration of:

a. The necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of items in the limits of its territory and other areas for which it has responsibility;

b. The provisions of its laws or regulations applicable to the conveyance of items;

c. The rates and dues established under the Agreement; and,

d. The forms, labels and other documentation required in the service.

2. Any change of the information mentioned in section 1 shall be communicated in writing immediately to the other administration.

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Article 102. Addresses of the Sender and of the Addressee

To be admitted for mailing, each item shall bear, in roman letters and arabic figures on the item or on a label firmly attached to the item, the names and complete addresses of the sender and of the addressee.

Article 103. Items Containing Merchandise

1. Each item containing merchandise or any other article subject to customs duty shall be accompanied by a customs declaration on Universal Postal Union form C 2/CP 3 or a similar form. It is advisable to ensure that the customs declaration is securely attached to each item.

2. The contents of each item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the requirement to complete them correctly.

4. The aggregate value of all items a sender may mail to the same addressee in the United States in one day shall not exceed $250.

Article 104. Packaging Conditions

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of its contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger if it contains articles of a kind likely

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to injure officials called upon to handle it or to soil or damage other mail or postal equipment.

3. Each item shall have, on its cover or wrapping, sufficient space for service instructions and for affixing labels. Furthermore, it shall be accompanied by the required customs declarations (C 1, C 2/CP 3).

4. Each item which requires special packing shall be made up in accordance with the relevant provisions in the Detailed Regulations of the Convention.

Article 105. Make-up of Dispatches

1. The dispatches shall be closed and shall be accompanied by the air mail delivery bill and by the forms required by these regulations.

2. The items shall be enclosed in blue and orange bags, these colors having been adopted as the service identification symbol.

3. Items containing merchandise or other dutiable articles shall be dispatched separately accompanied by a separate form.

4. Each bag shall be closed with an additional special label, showing the blue and orange chevron, in the form of the prescribed label AV 8. If the bag contains merchandise or other dutiable items, this fact shall be stated on the label AV 8.

5. The weight of the bag or of each of the bags constituting the dispatch shall not exceed 30 kilograms.

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Article 106. Form

1. A service document, in a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be entered individually on the form. When an item is not sent, the contract number and a reference to the fact that an item was not sent shall be entered on the form.

3. The total number of on-demand items in a dispatch shall be entered collectively on a separate form.

4. The form shall clearly indicate that the dispatch contains International EMS/Postadex items.

Article 107. Air Mail Delivery Bill

1. An air mail delivery bill (Universal Postal Union form AV 7) shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International EMS/Postadex items.

Article 108. Exchange Offices

1. The exchange of dispatches shall be carried out between the exchange offices designated by each administration.

2. Each administration shall designate its exchange offices to be used in the service and inform the other administration of their established location.

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3. Each administration shall give the other administration advance notice of the redesignation, creation, or discontinuance of an exchange office.

Article 109. Verification of Dispatches and Their Contents

1. Upon receipt of a dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the AV 7 delivery bill.

2. The exchange office of destination shall verify the contents of each dispatch as soon as possible to confirm their conformity with the entries on the form.

Article 110. Notification of Irregularities

1. Any abnormality, irregularity, or missing, stolen or damaged items, verified at the time the dispatch is received, shall be reported in accordance with the usual procedure provided for dispatches of letters under the Convention. However, a telex could also be used for any irregularity or incident representing a real emergency.

2. In addition, irregularities shall be treated in accordance with the regulations of the administration of destination.

Article 111. Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex, of the details concerning the arrival and redirection of each item or bag arriving out of course.

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Article 112. Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or a label on the item and on the form which accompanies it, the reasons for non-delivery.

Article 113. Accounting and Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedure for accounting and settlement of accounts for payment of traffic imbalance charges shall be as follows:

a. The settlement shall take place each calendar year.

b. Each administration shall prepare quarterly, on a form acceptable to both administrations, a summary of the number of items received in each dispatch based upon the particulars of the descriptive form included in each of the dispatches. These summaries shall be forwarded to the administration of origin within two months from the end of the quarter.

c. After verification of these summaries, the origin administration shall advise the destination administration by correspondence of its acceptance.

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If the verification reveals any discrepancies, a corrected summary shall be returned to the destination administration. If the latter disputes the corrections, it shall confirm the actual data by sending photocopies of the service documents and by pointing out the errors of the administration of origin. If the destination administration has received no notice of correction within two months from the date of forwarding the quarterly summary of items received, the account shall be regarded as accepted.

d. After each administration has accepted the summary of items received prepared by the other, the creditor administration shall submit annually, on a form accepted by both administrations, a detailed account and statement of charges which indicates the total number of items received and dispatched, the imbalance, the compensatory charge per item, and the total amount of the claimed sum.

e. Accounts shall be settled within six months after the last day of the prescribed period.

Article 114. Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

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Article 115. Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of eighteen months from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed by the other of the result of an inquiry, does not raise any objection within six months, the matter shall be regarded as settled.

Article 116. Modifications

These Detailed Regulations may be modified or supplemented, not inconsistently with the Agreement, by mutual consent by means of correspondence between officials of each administration who have been authorized to make such amendments.

Article 117. Entry into Force and Duration of these Detailed Regulations

1. These Detailed Regulations shall come into force on the same date as the Agreement.

2. These Detailed Regulations, and each modification made hereto pursuant to Article 116, shall have the same duration as the Agreement.

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Done in duplicate in the English and French languages, both versions being equally authenic, and signed at Washington, D.C. on the 17th day of March, 1981, and at Paris, France on the 13th day of April 1981.

FOR THE UNITED STATES POSTAL SERVICE:

Assistant Postmaster General
International Postal Affairs

FOR THE POSTAL ADMINISTRATION OF FRANCE:

Chef du Service des Affaires
Internationales

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ARRANGEMENT

ENTRE LES ADMINISTRATIONS POSTALES

DE FRANCE ET DES ETATS UNIS D'AMERIQUE

POUR L'EXECUTION D'UN SERVICE

POSTADEX INTERNATIONAL/EMS

TIAS 10118

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PREAMBULE

Les soussignés, en vertu de l'autorité dont il sont investis, ont conclu l'Arrangement suivant.

ARTICLE 1

Objet de l'Arrangement

Cet Arrangement règle les échanges réciproques d'envois POSTADEX INTERNATIONAL/EMS entre la FRANCE et les ETATS UNIS D'AMERIQUE.

ARTICLE 2

Définition :

Les termes utilisés ci-après ont la signification suivante :

1 - Administration : forme abrégée pour désigner l'une des Administrations postales des pays signataires de cet Arrangement

2 - Articles et paragraphes : les articles et paragraphes de la présente entente, sauf quand le contexte indique que le terme "article" désigne un objet qui est ou qui peut être inséré dans un envoi.

3 - Convention : Convention de l'Union Postale Universelle adoptée par chaque Congrès de l'Union Postale Universelle.

4 - Règlement d'Exécution de la Convention :

Règlement d'Exécution de la Convention de l'Union Postale Universelle revu par chaque Congrès de l'Union Postale Universelle

5 - Service EMS International : Service créé par le présent Arrangement et dont les services intérieurs correspondants se dénomment POSTADEX en France et EXPRESS MAIL SERVICE aux Etats-Unis.

6 - Service programmé : Option du service permettant à l'expéditeur de conclure un arrangement contractuel pour l'expédition d'envois, selon une périodicité préétablie, à des destinataires nommément désignés.

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7 - Service sur demande : Option du service permettant à l'expéditeur d'adresser un objet sur une base non contractuelle et sans aucune obligation de programmer son expédition ou de désigner préalablement le destinataire.

8 - Lorsqu'il est fait référence à la règlementation de l'une ou l'autre Administration ou à la législation interne de l'un ou l'autre pays il s'agit de la réglementation générale ou de la législation régissant le domaine en question, qui sont applicables quel que soit le pays d'origine.

ARTICLE 3

Service programmé :

1 - Chaque Administration offre un service régulier sur une base contractuelle aux clients qui consentent à utiliser ce service pour expédier leurs envois à un destinataire nommément désigné, selon une fréquence déterminée à l'avance et, en principe, au moins égale à une fois par mois.

2 - Chaque Administration fournit à l'autre Administration des indications sur les heures approximatives de distribution des envois pour chaque localité, basées sur les heures théoriques d'arrivée des vols utilisés pour l'expédition de ces envois.

3 - Pour chaque contrat de service programmé l'Administration d'origine communique à l'Administration de destination les informations suivantes au moins 10 jours avant l'entrée en vigueur du service :

a - le numéro du contrat du client qui figurera sur chaque envoi expédié ;

b - les noms et adresses de l'expéditeur et du destinataire ;

c - les jours d'expédition des envois ;

d - les conditions d'acheminement des envois ;

e - l'heure de distribution ;

f - la date de la mise en place de la liaison.

4 - L'Administration de destination est également tenue informée dans les mêmes délais de toute modification intervenant dans le fonctionnement de la liaison considérée ou de sa cessation.

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ARTICLE 4

Service sur demande :

1 - Chaque Administration offre un service sur demande qui permet aux clients d'expédier leurs envois selon une périodicité non régulière.

2 - Chaque Administration fournit à l'autre Administration une liste des localités à destination desquelles le service sur demande est admis.

3 - Chaque Administration fournit à l'autre Administration pour chaque localité où le service sur demande est admis, des indications sur les heures approximatives de distribution des envois, basées sur l'heure théorique d'arrivée des vols utilisés pour l'expédition de ces envois.

4 - Chaque Administration communique à l'autre Administration toutes les marques d'identifications ou numéros qu'elle utilise pour les envois sur demande.

5 - L'Administration d'origine n'est pas tenue d'informer préalablement l'Administration de destination de l'expédition d'envois du service sur demande.

ARTICLE 5

Taxes à payer par l'expéditeur :

Chaque Administration fixe les taxes à percevoir sur l'expéditeur et conserve la totalité de ces taxes.

ARTICLE 6

Taxes et droits à percevoir sur le destinataire :

Chaque Administration est autorisée à percevoir sur le destinataire les droits de douane et autres taxes non postales auxquelles est soumis chaque objet qu'elle distribue ainsi que les frais de perception de ces taxes.

ARTICLE 7

Conditionnement des envois :

Sous réserve que son contenu n'entre pas dans la catégorie des interdictions énumérées à l'article 9, chaque envoi admis dans le service doit :

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a - Comporter un emballage adapté à la nature du contenu et aux conditions de transport ;

b - Etre revêtu d'une étiquette-adresse spéciale sur laquelle figurent les noms et adresses de l'expéditeur et du destinataire et le numéro du contrat ;

c - Répondre aux conditions de dimensions et de poids fixées à l'article 10 ;

d - Etre muni de l'étiquette de douane C1 et de la déclaration en douane C2/CP 3 et être aisement vérifiable par le service des douanes.

ARTICLE 8

Indication de paiement :

Les envois doivent être affranchis selon les méthodes admises par chaque Administration.

ARTICLE 9

Interdictions :

1 - Les dispositions de la Convention relatives aux interdictions s'appliquent, en toutes circonstances, au contenu des envois.

2 - Chaque Administration doit communiquer à l'autre les renseignements nécessaires sur les règlements douaniers ou autres, ainsi que les interdictions et les restrictions régissant l'entrée des envois postaux dans ses services.

ARTICLE 10

Limites de dimensions et de poids :

1 - Dimensions : au maximum 0,90 mètre pour la longueur et 2 mètres pour la somme de la longueur et du plus grand pourtour pris dans un sens autre que celui de la longueur

- Poids 15 kg maximum

2 - Les Administrations peuvent convenir par correspondance de modifier les limites de dimensions et de poids fixées au paragraphe 1 ; cependant, la limite de poids maximale ne peut, en aucun cas, dépasser 20 kg.

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ARTICLE 11

Traitement des envois acceptés à tort :

1 - Quand, en vertu de l'article 9, un envoi contenant un objet interdit a été admis à tort, celui-ci est traité conformément à la législation du pays de l'Administration qui en a constaté la présence.

2 - Quand le poids ou les dimensions d'un envoi dépassent les limites fixées à l'article 10, cet envoi est renvoyé à l'Administration d'origine si la règlementation de l'Administration de destination n'en permet pas la distribution.

3 - Quand un envoi admis à tort ne peut être ni remis au destinataire, ni renvoyé à l'origine, l'Administration d'origine est tenue informée du traitement appliqué à l'envoi ainsi que de la restriction ou de l'interdiction ayant motivé un tel traitement.

ARTICLE 12

Règles générales pour le dédouanement et la distribution :

1 - Chaque Administration s'efforce de limiter au minimum le temps nécessaire au dédouanement des envois.

2 - Chaque Administration conformément à sa réglementation interne s'efforce d'assurer la distribution des envois dans les meilleurs délais possibles.

ARTICLE 13

Envois ne pouvant être distribués :

1 - Si la distribution d'un envoi n'a pu être assurée, celui-ci est tenu à la disposition du destinataire pendant le délai d'instance prévu par la règlementation de l'Administration de destination.

2 - Un envoi refusé par le destinataire est immédiatement renvoyé à l'Administration d'origine.

3 - Chaque envoi qui n'a pu être distribué doit être renvoyé à l'Administration d'origine par l'intermédiaire du service POSTADEX INTERNATIONAL/EMS.

4 - Aucune Administration ne doit percevoir de l'autre une taxe pour le renvoi d'un envoi qui n'a pu être distribué.

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ARTICLE 14

Envois parvenus en fausse direction et à réexpédier :

1 - Chaque envoi parvenu en fausse direction est réexpédié sur sa véritable destination par la voie la plus directe utilisée par l'Administration qui l'a reçu.

2 - Aucune Administration ne doit percevoir de l'autre une taxe pour la réexpédition d'envois parvenus en fausse direction.

ARTICLE 15

Réclamations :

1 - Chaque Administration répond dans le plus bref délai qui, en aucun cas, ne doit excéder un mois, aux réclamations originaires de l'autre Administration.

2 - Les réclamations ne pourront être acceptées que pendant la période de 4 mois courant à partir du jour d'expédition de l'objet.

3 - Le présent article n'autorise pas les demandes régulières de confirmation de livraison des envois.

ARTICLE 16

Paiement des frais occasionnés par le déséquilibre de trafic :

1 - A la fin de chaque année civile, l'Administration qui, durant l'année considérée, a reçu un plus grand nombre d'envois qu'elle n'en a expédiés a le droit de percevoir sur l'autre Administration, à titre de compensation, une rémunération correspondant aux coûts de traitement de surface et de distribution pour chaque envoi reçu en plus.

2 - Chaque Administration fixe une taxe de déséquilibre par envoi qui doit correspondre aux coûts des services.

3 - La taxe de déséquilibre peut être modifiée comme suit :

a - Chaque Administration peut augmenter le montant de sa taxe de déséquilibre si cette augmentation est rendue nécessaire par une hausse des coûts de service ;

b - Pour être applicable, toute modification de la taxe de déséquilibre doit ,

- être communiquée à l'autre Administration au moins trois mois à l'avance.

- rester en vigueur au moins une année.

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4 - Aucune rémunération compensatrice ne sera perçue si la différence du nombre d'envois échangés est inférieure à mille.

ARTICLE 17

Frais de transport aérien interne :

Chaque Administration assurant le transport aérien des envois à l'intérieur de son pays est en droit de se faire rembourser les frais de transport aérien interne aux taux prévus, en la matière, par les dispositions de la Convention.

ARTICLE 18

Frais de transit aérien

1 - Les Administrations peuvent convenir par correspondance d'effectuer le transit aérien aux termes du présent article.

2 - Chaque Administration effectue, selon les dispositions de l'alinéa 1 de cet article, le transit par avion des envois en provenance ou à destination de tout pays avec lequel elle a établi des relations de type EMS. Elle doit également indiquer le temps minimum nécessaire pour effectuer cette opération.

3 - Pour chaque envoi traité conformément au présent article, l'Administration ayant assuré le transit aérien est autorisée à percevoir sur l'autre Administration les frais correspondants prévus par la Convention.

ARTICLE 19

Interdiction de percevoir des tarifs, taxes ou droits supplémentaires :

Les Administrations ne peuvent percevoir que les tarifs, taxes et droits prévus dans cet Arrangement.

ARTICLE 20

Application de la Convention :

La Convention et son Règlement sont applicables par analogie, dans tous les cas non expressément régis par cet Arrangement et son Règlement d'Exécution.

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ARTICLE 21

Suspension temporaire du service :

1 - Si des circonstances exceptionnelles le justifient, l'une ou l'autre Administration peut suspendre temporairement le service.

2 - La notification de cette suspension doit immédiatement être communiquée à l'autre Administration.

ARTICLE 22

Règlement d'Exécution :

1 - Les modalités d'application de cet Arrangement sont régies par le Règlement d'Exécution.

2 - Les dispositions du Règlement d'Exécution pourront être modifiées, à condition de ne pas être en contradiction avec cet Arrangement, par consentement mutuel et au moyen d'un échange de correspondances entre les représentants de chaque Administration autorisés à procéder à de tels amendements.

ARTICLE 23

Arbitrage :

Tout litige survenant entre les Administrations au sujet de l'interprétation ou de l'application de cet Arrangement qui ne peut être résolu à la satisfaction mutuelle des Administrations est réglé par arbitrage, conformément aux procédures d'arbitrage de l'Union Postale Universelle, à partir du moment où le litige est soumis par une Administration à un arbitrage.

Les arbitres sont choisis parmis les Administrations qui participent au service international E.M.S.

ARTICLE 24

Règles et Règlements supplémentaires :

Chaque Administration est autorisée à adopter pour l'exploitation interne de son service des règles d'exécution et des règlements à condition qu'ils ne soient pas incompatibles avec cet Arrangement et son Règlement d'Exécution.

ARTICLE 25

Annulation du précédent Arrangement

Cet Arrangement annule et remplace la Convention Bilatérale, mise en place le 16 juin 1975, pour l'échange d'envois POSTADEX INTERNATIONAL/ EMS entre la FRANCE et les U.S.A.

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ARTICLE 26

Entrée en vigueur et durée de l'Arrangement :

1 - Cet Arrangement entre en vigueur à une date convenue mutuellement par les deux Administrations après qu'il ait été signé par les représentants autorisés des deux Administrations.

2 - Cet Arrangement viendra à expiration douze mois après que l'une des deux Administrations en ait notifié par écrit sa dénonciation à l'autre Administration.

Fait en double exemplaire, chacun en langues française et anglaise, les deux textes faisant foi.

FAIT à WASHINGTON le
17th March 1981
Pour l'Administration Postale
des U.S.A.

Fait à PARIS le 13 AVRIL 1981

Pour l'Administration Postale
de la France

P. LE SAUX
Chef du Service des Affaires
Internationales

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REGLEMENT D'EXECUTION DE L'ARRANGEMENT ENTRE LES ADMINISTRATIONS POSTALES DE FRANCE ET DES ETATS-UNIS D'AMERIQUE POUR L'EXECUTION D'UN SERVICE POSTADEX INTERNATIONAL/EMS

TIAS 10113

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Les soussignés, en vertu de l'autorité dont ils sont investis, ont arrêté le Règlement d'Exécution suivant pour la mise en oeuvre de l'Arrangement concernant le service POSTADEX INTERNATIONAL/E.M.S. entre les Administrations postales de France et des Etats-Unis d'Amérique.

ARTICLE 101

Informations à fournir par les Administrations

1 - Chaque Administration notifie à l'autre Administration :

a - Les informations nécessaires concernant la douane ou tout autre règlement ainsi que les interdictions, restrictions qui régissent l'entrée des envois dans les limites de son territoire ou dans les autres régions placées sous son autorité.

b - Les dispositions de leurs lois ou règlements applicables au transport des envois.

c - Les taxes et droits fixés en vertu de l'Arrangement.

d - Les formules, étiquettes et autres documents nécessaires au service.

2 - Chaque modification apportée aux renseignements mentionnés au paragraphe 1 doit être immédiatement signalée par écrit à l'autre Administration.

ARTICLE 102

Adresses de l'expéditeur et du destinataire

Pour être admis à l'expédition chaque envoi doit porter, en caractères latins et chiffres arabes soit sur l'envoi, soit sur une étiquette solidement fixée à l'envoi, les noms et adresses complètes de l'expéditeur et du destinataire.

ARTICLE 103

Envois contenant des marchandises

1 - Chaque envoi contenant des marchandises ou tout autre article passible de droit de douane doit être accompagné d'une déclaration en douane (formule C2/CP 3 de l'Union Postale Universelle) ou d'une formule similaire. Il convient de s'assurer que la déclaration en douane est bien jointe à chaque objet.

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2 - Le contenu de chaque envoi est décrit en détail sur la déclaration en douane.

3 - Bien que les Administrations n'assument aucune responsabilité pour l'exactitude des déclarations en douane elles informent les expéditeurs sur la nécessité de les remplir correctement

4 - La valeur totale de tous les envois qu'un expéditeur peut adresser par jour, à un même destinataire aux U.S.A., ne doit pas excéder 250 dollars.

ARTICLE 104

Conditions d'emballage

1 - Chaque envoi doit être emballé et fermé d'une façon adaptée à son poids, à sa forme et à la nature de son contenu ainsi qu'au mode et à la durée du transport.

2 - Chaque envoi doit être emballé et fermé de manière à ne présenter aucun danger au cas où il contiendrait des objets susceptibles de blesser les agents chargés de le manipuler ou de salir ou détériorer les autres envois ou le matériel postal.

3 - Chaque envoi doit disposer sur son emballage ou son enveloppe d'un espace suffisant pour y mettre les mentions de service et pour y apposer les étiquettes. Il doit, en outre, être accompagné des déclarations en douane nécessaires (C1 - C2/CP 3).

4 - Chaque envoi qui nécessite un emballage spécial est confectionné conformément aux dispositions prévues à cet effet par le Règlement de la Convention.

ARTICLE 105

Confection des dépêches

1 - Les dépêches doivent être closes et doivent être accompagnées du bordereau de livraison des dépêches avion et des formules exigées par ce règlement.

2 - Les envois doivent être insérés dans des sacs bleu et orange, couleurs adoptées comme symbole d'identification du service

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3 - Les envois contenant des marchandises ou tout autre article passible de droits de douane sont expédiés séparément et accompagnés d'une formule distincte.

4 - Chaque sac est fermé à l'aide d'une étiquette supplémentaire spéciale à chevrons de couleur bleue et orange masquée par l'étiquette AV 8 règlementaire. Si le sac contient des marchandises ou des objets passibles de droits de douane, mention doit en être faite sur l'étiquette AV 8.

5 - Le poids du sac ou de chacun des sacs composant la dépêche ne doit pas dépasser 30 kg.

ARTICLE 106

Formule

1 - Un document de service, d'une contexture admise par chaque Administration, accompagne chaque dépêche.

2 - Chaque envoi expédié par le service programmé doit être inscrit individuellement sur la formule. Lorsqu'un envoi n'est pas expédié, le numéro du contrat et une mention relative à cette non expédition doivent être portés sur la formule.

3 - Le nombre total des envois sur demande contenus dans une dépêche est inscrit globalement sur une formule distincte.

4 - La formule indique clairement que la dépêche contient des envois POSTADEX INTERNATIONAL/E.M.S.

ARTICLE 107

Bordereau de livraison des dépêches-avion

1 - Un bordereau de livraison des dépêches-avion (formule AV 7 de l'Union Postale Universelle) doit accompagner chaque dépêche.

2 - Le bordereau de livraison des dépêches avion doit être revêtu d'une mention indiquant clairement que la dépêche contient des envois POSTADEX INTERNATIONAL/E.M.S.

ARTICLE 108

Bureaux d'échange

1 - L'échange des dépêches doit s'effectuer entre les bureaux d'échange désignés par chaque Administration.

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2 - Chaque Administration désigne les bureaux d'échange qui participent au service et doit informer l'autre Administration de leurs lieux d'implantation.

3 - Chaque Administration doit préalablement informer l'autre Administration du changement d'intitulé, de la création et de la suppression d'un bureau d'échange.

ARTICLE 109

Vérification des dépêches et de leur contenu

1 - A la réception d'une dépêche, l'Administration de destination doit vérifier si la dépêche est conforme aux indications du bordereau de livraison AV 7.

2 - Le bureau d'échange destinataire doit vérifier dès que possible le contenu de chaque dépêche afin de s'assurer qu'il est conforme aux indications de la formule.

ARTICLE 110

Notification des irrégularités

1 - Toute anomalie, irrégularité, absence d'envois, tout vol ou dommage, constatés à l'occasion de la réception de tout objet seront signalés selon la procédure habituelle prévue pour les envois de la poste aux lettres par la Convention. Toutefois, le télex pourrait également être utilisé pour toute irrégularité ou incident présentant un réel caractère d'urgence.

2 - De plus, les irrégularités doivent être traitées selon la règlementation de l'Administration de destination.

ARTICLE 111

Réexpédition des envois en fausse direction

L'Administration de réexpédition doit notifier par télex à l'Administration d'origine toutes les informations utiles concernant la réception et la réexpédition de chaque envoi ou de chaque sac parvenu en fausse direction.

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ARTICLE 112

Renvoi des envois à l'origine

Chaque Administration qui renvoie un objet pour une raison quelconque doit indiquer, soit à la main, soit au moyen d'un timbre ou d'une étiquette sur l'envoi et sur la formule qui l'accompagne, les raisons de la non-distribution.

ARTICLE 113

Comptabilité et règlement des comptes

1 - Les procédures de comptabilité et de règlement des comptes pour le transport aérien intérieur sont régies par les dispositions concernant la comptabilité de la poste aérienne du Règlement d'Exécution de la Convention.

2 - La procédure de comptabilité et de règlement des comptes pour le paiement des taxes de déséquilibre de trafic est le suivant :

a - Le décompte doit s'effectuer chaque année civile.

b - Chaque Administration établit trimestriellement sur une formule admise par les deux Administrations un relevé du nombre d'objets reçus dans chaque dépêche d'après les indications figurant sur la formule descriptive insérée dans chacune des dépêches. Ces relevés doivent être expédiés à l'Administration d'origine dans les deux mois qui suivent la fin du trimestre.

c - Après vérification de ces relevés, l'Administration expéditrice devra prévenir par écrit l'Administration de destination de son acceptation.

Si la vérification révèle quelques erreurs un relevé corrigé doit être renvoyé à l'Administration de destination. Si cette dernière conteste les corrections, elle doit confirmer ses données réelles en expédiant les photocopies des documents de services et en signalant les erreurs de l'Administration d'origine.

Si aucune correction n'a été notifiée à l'Administration de destination dans les deux mois qui suivent l'expédition du relevé trimestriel des envois reçus, le compte doit être considéré comme accepté.

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d - Après acceptation par chaque Administration de la récapitulation des envois reçus établie par l'autre, l'Administration créancière doit présenter annuellement sur une formule admise par les deux Administrations, un compte détaillé et un état des frais qui indiquent le nombre total des envois reçus et expédiés, le déséquilibre, la taxe compensatoire par envoi et le montant de la somme réclamée.

e - Les comptes doivent être liquidés dans les six mois qui suivent le dernier jour de la période de règlement.

ARTICLE 114

Définitions

Les définitions données à l'article 2 de l'Arrangement s'appliquent à ce Règlement d'Exécution.

ARTICLE 115

Délai de garde des documents

1 - Les documents de service doivent être gardés durant une période minimale de dix huit mois à partir du lendemain du jour auquel ils se rapportent.

2 - Un document se rapportant à un litige ou à une enquête doit être gardé jusqu'à ce que la question soit réglée. Si l'Administration réclamante dûment informée par l'autre des résultats de l'enquête ne soulève aucune objection dans les six mois, l'affaire est considérée comme réglée.

ARTICLE 116

Modifications

Le Règlement d'Exécution peut être modifié ou complété, à condition de ne pas être en contradiction avec l'Arrangement, par consentement mutuel et au moyen d'un échange de correspondances entre les représentants de chaque Administration autorisés à procéder à de tels amendements.

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ARTICLE 117

Entrée en vigueur et durée de ce Règlement d'Exécution

1 - Ce Règlement d'Exécution entre en vigueur à la même date que l'Arrangement.

2 - Ce Règlement d'Exécution et chaque correction apportée selon l'article 116 sont de même durée que l'Arrangement.

Fait en double exemplaire, chacun en langues française et anglaise, les deux textes faisant foi.

Fait à WASHINGTON le
17th March 1981
Pour l'Administration Postale
des U.S.A.

Fait à PARIS le 13 AVRIL 1981

Pour l'Administration Postale
de la France

P. LE SAUX
Chef du Service des Affaires
Internationales

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KUWAIT

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Kuwait and Washington February 28 and March 11, 1981;
Entered into force April 1, 1981.

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INTERNATIONAL EXPRESS MAIL/MUMTAZPOST AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND THE POSTAL ADMINISTRATION OF THE STATE OF KUWAIT

TIAS 10114

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Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1. Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail/Mumtazpost between the United States of America and the State of Kuwait, including any areas for which the postal administrations of these countries exercise International Express Mail/Mumtazpost responsibilities.

Article 2. Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement;

2. Article and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time and adopted by the countries signatory to this Agreement;

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time and adopted by the countries signatory to this Agreement;

[1] TIAS 5881, 7150, 8231; 16 UST 1291; 22 UST 1056; 27 UST 345.

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5. International Express Mail/Mumtazpost Service - the service established by this Agreement, the domestic counterparts of which are Express Mail Service in the United States and Mumtazpost Service in the State of Kuwait;

6. Scheduled service - an International Express Mail/Mumtazpost Service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees.

7. On-demand service - an International Express Mail/Mumtazpost Service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee;

8. References to the regulations of either administration or to the internal legislation of either country are to the general regulations or legislation governing the matter in question which are applicable regardless of the country of origin;

Article 3. Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

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3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) the identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the name and address of the designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

Article 4. On-Demand Service

1. Each administration may at its discretion, offer on-demand service which is available to customers on a non-scheduled basis.

2. Subject to Section 1 of this Article, each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

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5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5. Charges to be Collected from the Sender

Each administration shall fix the charges to be collected from senders for sending items in the service.

Article 6. Charges and Fees to be Collected from the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7. Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail/Mumtazpost Service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the name and address of the addressee and of the sender; and

(c) satisfy the conditions of size and weight fixed by Article 9.

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Article 8. Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail/Mumtazpost items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9. Limits of Size and Weight

1. An item of International Express Mail/Mumtazpost: (a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and (b) shall not exceed 15 kilograms in weight.

2. The administrations may agree by exchange of correspondence to change the size and weight limits established in Section 1; however, the maximum weight limit shall in no event be increased in excess of 20 kilograms.

Article 10. Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

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2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11. General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail/ Mumtazpost by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail/Mumtazpost items.

Article 12. Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

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3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail/Mumtazpost Service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13. Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14. Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail/Mumtazpost item posted by the other administration.

2. Inquiries shall be accepted only within a period of ninety days from the day after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

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Article 15. Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of Mumtazpost/International Express Mail than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

a. Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

b. To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than five hundred.

Article 16. Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

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Article 17. Onward Air Conveyance

1. The administrations may agree, by exchange or correspondence, to provide onward air conveyance services under the terms of this article.

2. Each administration shall, upon agreement under Section 1 of this article, provide onward air conveyance service to or from any country with which it exchanges International Express Mail/ Mumtazpost items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

3. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 18. Liability of Administrations

The administrations shall assume no liability for loss of, damage to, theft from, or delay in delivery of items. However, either administration may choose to assume liability on its own without recourse to the other administration.

Article 19. No. Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 20. Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

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Article 21. Temporary Suspension of Service

1. Should extraordinary circumstances justify it, either administration may suspend temporarily its operation of the service.

2. Notice of such suspension shall be given immediately to the other administration.

Article 22. Detailed Regulations

1. Details of implementation of this Agreement shall be governed by its Detailed Regulations.

2. The provisions of the Detailed Regulations may be amended, not inconsistently with this Agreement, by mutual consent by means of correspondence between officials of each administration who have been authorized to make such amendments.

Article 23. Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail/Mumtazpost Service.

Article 24. Additional Rules and Regulations

Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

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Article 25. Entry Into Force and Duration of the Agreement

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

[1] Apr. 1, 1981.

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Done in duplicate and signed at Washington, D. C on the 11th day of March, 1981, and at Kuwait on the 28th day of February, 1981.

FOR THE UNITED STATES POSTAL SERVICE:

W F Bolger [1]

Postmaster General

FOR THE POSTAL ADMINISTRATION OF THE STATE OF KUWAIT:

Ebrahim Yousuf Al-Abdul Razzak

Acting Under Secretary.

[1] W. F. Bolger.

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DETAILED REGULATIONS OF THE INTERNATIONAL EXPRESS MAIL/MUMTAZPOST AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND THE POSTAL ADMINISTRATION OF THE STATE OF KUWAIT

TIAS 10114

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DETAILED REGULATIONS

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The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail/Mumtazpost Agreement between the United States Postal Service and the Postal Administration of the State of Kuwait.

Article 101. Information to be Supplied by the Administrations

1. Each administration shall notify the other administration of:

a. the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail/Mumtazpost items in the territory of its country and other areas for which it has International Express Mail/Mumtazpost responsibility;

b. the provisions of its laws or regulations applicable to the conveyance of International Express Mail/Mumtazpost items;

c. the rates and dues established under the Agreement; and,

d. the forms, labels, and other documentation which it requires in the service.

2. Any changes of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102. Address of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail/Mumtazpost shall bear, in roman letters and arabic

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figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103. Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger if it contains articles of a kind likely to injure officials called upon to handle it or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 104. General Make-Up of Mails

1. International Express Mail/Mumtazpost dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail/Mumtazpost bags.

3. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail/Mumtazpost identification symbol. Each bag label shall clearly indicate the exchange office of destination.

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Article 105. Manifests

1. An International Express Mail/Mumtazpost manifest, on a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail/Mumtazpost items.

Article 106. Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union form AV 7, shall accompany each dispatch.

2. the air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail/Mumtazpost.

Article 107. Exchange Offices

1. The exchange of dispatches of International Express Mail/Mumtazpost shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail/Mumtazpost exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

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Article 108. Check of International Express Mail/Mumtazpost

1. Upon receipt of an International Express Mail/Mumtazpost dispatch, the administration of destination shall check the dispatch to confirm its conformity with the air mail delivery bill.

2. The contents of each dispatch shall be checked as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest.

Article 109. Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed in writing.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 110. Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 111. Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or a label on the item and on the manifest which accompanies it, the reasons for non-delivery.

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Article 112. Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

a. The settlement shall take place at the end of each calendar year.

b. Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the particulars of the International Express Mail/Mumtazpost manifests. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

c. After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant International Express Mail/ Mumtazpost manifests and notices of irregularities to the administration of origin. If the destination

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administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

d. After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

e. Accounts shall be closed within 6 months after the last day of the settlement period.

Article 113. Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 114. Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of eighteen months from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

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Article 115. Alterations or Amendments

These Detailed Regulations may be altered or amended, not inconsistently with the Agreement, by mutual consent of the administrations by means of correspondence between officials of each administration who have been authorized to make such amendments.

Article 116. Entry Into Force and Duration of These Detailed Regulations

1. These Detailed Regulations shall come into force on the same date as the International Express Mail/Mumtazpost Agreement to which they refer.

2. These Detailed Regulations, and any amendments hereto pursuant to Article 115, shall have the same duration as the International Express Mail/Mumtazpost Agreement to which they refer.

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Done in duplicate and signed at Washington, D. C on the 11th day of March, 1981, and at Kuwait on the 28th day of February, 1981.

FOR THE UNITED STATES POSTAL SERVICE:

Postmaster General

FOR THE POSTAL ADMINISTRATION OF THE STATE OF KUWAIT:

Ebrahim Yousuf Al-Abdul Razzak
Acting Under Secretary.

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MEXICO

Aviation: Reduced Fares and Charter Services

Agreement effected by exchange of notes
Signed at Mexico January 20, 1978;
Entered into force January 20, 1978.

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The American Ambassador to the Mexican Secretary of Communications and Transport

EMBASSY OF THE
UNITED STATES OF AMERICA
Mexico, D.F.

January 20, 1978

His Excellency
Lic. Emilio Mujica Montoya
Secretary of Communications and Transport
Avenida Universidad y Xola
Mexico 12, D.F.

Dear Mr. Secretary:

During the talks which took place in Washington, D.C. during September and December, 1977 and in Mexico City during November, 1977, ad referendum agreement was reached on the terms of the amendment and extension of the Air Transport Agreement between our two governments. This Agreement was signed and implemented in Mexico City on January 20, 1978.[1]

In addition, further ad referendum agreements were reached with respect to reduced air fares and charter air services. With respect to reduced air fares, our respective delegations agreed to the following undertaking:

"Both Governments undertake to increase opportunities for the transportation of passengers and cargo of the airlines designated by the parties. They will therefore encourage the designated airlines of both countries to:

(1) Offer services at the lowest possible fares and rates.

(2) Propose, implement and apply, innovative reduced passenger and cargo fares and rates which are reasonably related to the individual carrier's costs of providing the services, a reasonable level of profits, and the characteristics of each type of service, so long as the fares and rates do not result in predatory and/or ruinous competition and provided that the procedures set forth in Article 11 are followed."

[1] Not in force.

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With respect to charter air services, it has been agreed ad referendum that the Memorandum of Understanding Relating to Charter Air Services shall be applicable to the provision of such services between our two countries. The text of this Memorandum is as follows:

"Recognizing the importance with which charter flights contribute to air transport and tourism for the benefit of passengers and shippers, the desirability of permitting charter flight operations with the fewest possible restrictions, and the desirability of ensuring certainty in the conditions under which charter flights operate, each party will continue to apply liberal policies with regard to charter flight operations by the airlines of the other party.

"Specifically, each party shall:

(A) Recognize as charterworthy in operations between their two countries all charter categories and characteristics of each category authorized by the appropriate aeronautical authorities of the other party as of the date on which this Memorandum of Understanding is signed. Each party will keep the other party informed with regard to any subsequent changes made by its aeronautical authorities with regard to charter categories or characteristics of any category. Such information shall be transmitted within thirty (30) days of the effective date of any such changes.

All such changes will be accepted by the other party unless, solely with regard to any change in charter categories, the other party requests consultations within thirty (30) days of receipt of notification of any such change.

(B) Issue appropriate permits to airlines designated by the other party for charter flight operations. The designated airlines must present their applications and/or flight programs for approval at least sixty (60) days in advance, unless a shorter period is

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permitted by the aeronautical authorities of the receiving party. Such applications will be acted upon within no more than fifteen (15) days, except in the case of any application concerning which consultations are requested.

(C) Simplify and expedite administrative requirements pertaining to charter flight operations, rules, and regulations, which administrative requirements shall be applied on a non-discriminatory basis.

(D) Monitor the development of charter flight services.

(E) Exempt on a basis of reciprocity from customs duties, excise taxes, inspection fees and other national duties or charges airline schedules, travel brochures and pamphlets, travel posters, and other printed matter directed at promoting and/or facilitating international travel or tourism and imported by the airlines of one party into the territory of the other party for use and distribution therein.

(F) Have the right to consult regarding any point that may arise concerning this Memorandum, which consultations shall begin no later than thirty (30) days from the date on which a request therefor is received. Prior to any contemplated disapproval of any application for a charter flight or program, the party contemplating such disapproval shall notify the other party and afford an opportunity for consultations. A request for consultations shall not relieve either party from the undertakings specified in this Memorandum.

"Charter flights for traffic originating in Mexico with destination in the United States shall be subject to special authorization by the Mexican aeronautical authorities.

"At any time either party may notify the other party of its intention to terminate the present Memorandum of Understanding. In the event that such

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notification is given, the Memorandum shall lapse six (6) months after the date on which the notice of termination was received, except by agreement between the parties that notification is cancelled prior to the end of such period.

"This Memorandum of Understanding shall remain in force until December 31, 1982, unless otherwise terminated as provided in paragraph (F) above."

It would be appreciated if you would advise me whether the foregoing reflects the understanding of the Mexican Government with respect to the agreements reached during the course of the discussions just completed. It is further proposed that this letter and your reply expressing concurrence shall constitute an agreement to implement the above mentioned agreements on reduced air fares and charter services on the date of your letter of reply.

Accept, Excellency, the renewed assurance of my highest consideration.

Patrick J. Lucey
Ambassador

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The Mexican Secretary of Communications and Transport to the American Ambassador

SECRETARIA DE COMUNICACIONES
Y
TRANSPORTES

DIRECCION GENERAL DE
AERONAUTICA CIVIL.

DEPTO. DE TRANSPORTE
AEREO INTERNACIONAL.
2412-

México, D. F., enero 20, 1978.

EXCMO. SR. PATRICK J. LUCEY
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
P r e s e n t e .

Me permito referirme a su atenta carta fechada el día de hoy, la cual traducida al español dice lo siguiente:

" ... Durante las pláticas que tuvieron lugar en la Ciudad de Washington, D. C. en septiembre y diciembre, 1977 y en la Ciudad de México en noviembre, 1977 se llegó a un acuerdo ad -- referendum sobre los términos de la modificación y prórroga del - Convenio sobre Transportes Aéreos entre nuestros dos Gobiernos. Este acuerdo fue firmado y cumplido en la Ciudad de México el 20 - de enero de 1978.

En adición, se lograron otros acuerdos ad referendum, con relación a tarifas reducidas, nuestra Delegación estuvo conforme con lo siguiente:

" Ambos gobiernos se comprometen a incrementar las oportunidades para el transporte de pasajeros y carga, mediante las líneas aéreas designadas por las Partes. Por lo tanto, alentarán a las líneas aéreas designadas de ambos países a;

(1) Ofrecer servicios con tarifas lo más bajas posibles y,

(2) Proponer implementar y aplicar innovaciones en tarifas de -- pasaje y carga reducidas, justificadas en relación a los cos

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tos de cada una de las líneas aéreas, utilidades razonables y las características de cada servicio, siempre que no se constituyan en una competencia ruinosa y/o predatoria y se respeten los procedimientos previstos en el artículo 11, del Convenio. "

Con relación a los servicios aéreos de fletamento, se ha acordado ad referendum que el Memorandum de -- Entendimiento relativo a los vuelos de fletamento, deberá ser aplicado a la operación de dichos servicios entre nuestros dos países. El texto de este Memorandum es como sigue:

".... Reconociendo la importancia con que contribuyen los vuelos de fletamento a la transportación aérea y al turismo en beneficio de los pasajeros y fletadores, lo deseable que es permitir la operación de los vuelos de fletamento con las menores restricciones posibles y lo deseable que es asegurar condiciones bajo las cuales puedan operar los vuelos de fletamento, cada una de las Partes continuará aplicando políticas liberales en relación con las operaciones de vuelos de fletamento de las líneas aéreas de la otra Parte.

Especificamente, cada una de las Partes:

(A) reconocerá como vuelos de fletamento genuinos, en operación entre los dos países, todas aquellas categorías y características de cada categoría autorizadas por las autoridades aeronáuticas correspondientes de la otra Parte, en la fecha de la firma de este Memorandum de Entendimiento. Cada parte mantendrá a la otra - Parte informada en relación con cualesquiera cambios subsecuentes efectuados por sus autoridades aeronáuticas acerca de las categorías de vuelos de fletamento o bien en las características de cualquiera categoría. Esta información debe hacerse dentro de un plazo de -- (30) treinta días a partir de la fecha de efectividad de cualquiera de dichos cambios.

Tales cambios serán aceptados por la otra - Parte a menos que, y sólo en lo que respecta a cambios en las categorías de vuelos de fletamento, la otra Parte requiera consulta, -- dentro de un plazo de (30) treinta días a partir de la fecha en que se reciba la notificación respecto de cualquier cambio.

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(B) Expedirá los permisos correspondientes a las líneas aéreas designadas por la otra Parte para operaciones de vuelos de fletamento. Las líneas aéreas designadas deberán presentar sus solicitudes y/o programas de vuelos para aprobación al menos con una anticipación de (60) días, a menos que se le permita un plazo menor por las autoridades de la Parte receptora. Dichas solicitudes serán resueltas en un plazo no mayor de (15) quince días, excepto en el caso de cualquiera solicitud respecto a la cual se soliciten consultas.

(C) Simplificará y agilizará los requisitos administrativos pertenecientes a las operaciones de vuelos de fletamento, así como a sus normas y reglamentos y dichos requisitos administrativos se aplicarán sobre bases no discriminatorias.

(D) Vigilará el desarrollo de los servicios de vuelos de fletamento.

(E) Eximir sobre bases de reciprocidad, de impuestos aduanales, arbitrios, derechos de inspección y otros impuestos y gravámenes nacionales a los itinerarios de línea aérea, folletos de viaje, panfletos, carteles turísticos y otro material impreso destinado a promover y/o facilitar el turismo ó los viajes internacionales, importados por las líneas aéreas de una Parte en el territorio de la otra para su uso y distribución interna.

(F) Tendrá el derecho de consultar acerca de cualquier punto que pueda surgir respecto a este Memorandum y tales consultas empezarán a más tardar 30 días a partir de la fecha en que se reciba la solicitud. Antes de desaprobar cualquier solicitud para un vuelo de fletamento o un programa, la Parte que contemple tal desaprobación notificará a la otra Parte dando oportunidad para las consultas. Una petición de consulta no relevará a ninguna de las Partes de las obligaciones especificadas en este Memorandum.

Los vuelos de fletamento para el tráfico originado en México con destino a los Estados Unidos de América, estarán sujetos a una autorización especial de las autoridades aeronáuticas mexicanas.

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Cualquiera de las dos Partes podrá en cualquier momento dar aviso a la otra Parte de su intención de poner fin al presente Memorandum de Entendimiento. En el caso de que tal comunicación se hiciere, el Memorandum quedará sin efecto (6) seis meses después de la fecha en la cual se hubiere recibido la notificación de terminación del mismo, salvo que por acuerdo entre las Partes, la comunicación de referencia se anulará antes del fin de este período.

Este Memorandum de Entendimiento estará vigente hasta el día 31 de diciembre de 1982, a menos que se termine antes, de acuerdo con lo estipulado en el inciso (F) anterior. "

Agradeceré a usted me informe si lo anterior refleja el entendimiento del Gobierno mexicano con respecto a los acuerdos alcanzados durante el curso de las negociaciones que acaban de concluir. Propongo que esta carta y su respuesta expresando su acuerdo, constituyan un Acuerdo que complete los otros Acuerdos arriba mencionados sobre tarifas aéreas reducidas y vuelos de fletamento en la misma fecha de su carta de respuesta. . . "

Al respecto y de acuerdo con el último párrafo de su carta me complazco en manifestarle que lo anterior refleja el entendimiento del Gobierno mexicano en relación a los asuntos tratados.

Reitero a usted las seguridades de mi más atenta y distinguida consideración.

SUFRAGIO EFECTIVO. NO REELECCION
EL SECRETARIO.

LIC. EMILIO MUJICA MONTOYA.

Ing.JCQ!FS!Fml

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TRANSLATION

UNITED MEXICAN STATES
Department of Communications
and Transport

Civil Aeronautics Directorate
International Air Transport
Division 2412
Mexico, D.F., January 20, 1978

His Excellency
Patrick J. Lucey
Ambassador Extraordinary and Plenipotentiary
of the United States of America

Mr. Ambassador:

I refer to your letter of today's date which, translated into Spanish, reads as follows:

[For the English language text, see pp. 2-5.]

In this respect and pursuant to the final paragraph of your letter, I am pleased to inform you that the foregoing reflects the understanding of the Mexican Government with respect to the matters discussed.

I renew to you the assurances of my highest and most distinguished consideration.

E. Mujica Montoya

Emilio Mujica Montoya
Secretary of Communications
and Transport

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PAKISTAN

Scientific and Technical Cooperation

Memorandum of understanding signed at Washington March 2, 1981;
Entered into force March 2, 1981.

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MEMORANDUM OF UNDERSTANDING

between

THE U. S. NATIONAL SCIENCE FOUNDATION

and

THE PAKISTAN MINISTRY OF SCIENCE AND TECHNOLOGY

The U. S. National Science Foundation and the Pakistan Ministry of Science and Technology recognizing that scientific and technical cooperation will advance the state of the science and strengthen the bonds of friendship between them to their mutual benefit, desiring to promote in areas of common interest the closest collaboration between the civil scientific agencies in institutions of both countries, have agreed as follows:

Article 1

The the U. S. National Science Foundation and the Pakistan Ministry of Science and Technology undertake to pursue a programme of mutual scientific and technical cooperation for the exchange of ideas, information, skills and techniques, on problems of mutual interest, to work together and to utilize special scientific facilities available to both agencies in their respective countries.

To the extent that the two agencies may agree, this cooperation will include:

1. Cooperative projects of research and education in Science and Technology

2. Foreign visits and attendance at international meetings

3. Cooperation in the holding of seminars and workshops on scientific and technical subjects of mutual interest

4. Arrangement for the collection, exchange and dissemination of scientific data and information (latest and unclassified) and translation of recent scientific papers written in languages other than English.

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Article 2

Each agency shall bear the cost, in accordance with its own financial and budgetary processes and subject to the availability of funds, of discharging its responsibilities under this Memorandum of Understanding. The costs borne by the National Science Foundation may be defrayed from US owned Pakistan currencies and such other sources as may be agreed upon between the parties and will be subject to the regulations and procedures of the Government of Pakistan.

Article 3

Each agency shall facilitate, to the extent feasible, through collaboration with the appropriate competent authorities the granting of visas and other forms of official permission, for entry to and exit from its territory of personnel and equipment of the other country required for projects under this Memorandum of Understanding.

Article 4

Except as provided below in Article 5, scientific and technical information derived from a cooperative activity under this Memorandum of Understanding shall be made available to the World's scientific community through customary channels and in accordance with normal scientific procedures.

Article 5

If any scientific or technical results derived from a cooperative activity under this Memorandum of Understanding are the subject of a patent or patent application, each party shall hold all the rights to all inventions claimed hereunder in its own territory. Rights to such inventions in third countries shall be determined by a separate agreement to be negotiated by the parties.

Article 6

The two agencies shall, from time to time, jointly review the progress of cooperation under this Memorandum of Understanding.

Article 7

This Memorandum of Understanding shall enter into force upon signature and shall remain in force until May 31, 1983, unless terminated earlier by either party. Notice shall be given at least 60 days prior to the desired termination date by notification in writing by one agency to the other agency.

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Article 8

This Memorandum of Understanding is subject to the laws of the the United States of America and the Islamic Republic of Pakistan.

In witness hereof the undersigned, being duly authorized have signed this Memorandum of Understanding.

Done at Washington, D. C., this 2nd day of March 1981.

[1]
U. S. NATIONAL SCIENCE FOUNDATION

[2]
PAKISTAN MINISTRY OF SCIENCE AND TECHNOLOGY

[1] John B. Slaughter.
[2] M. Sheikh Ahmed.

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HONG KONG

Trade in Textiles and Textile Products

Agreement amending the agreement of August 8, 1977, as amended.
Effected by exchange of letters
Signed at Hong Kong March 13, 1981;
Entered into force March 13, 1981;
Effective January 1, 1981.

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The American Consul General to the Hong Kong Acting Director of Trade, Industry and Customs

CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA
HONG KONG

March 13, 1981

The Honorable Lawrence Mills, J. P.
Acting Director of Trade, Industry & Customs
Trade Industry and Customs Department
15/F, Ocean Centre
Canton Road
Kowloon

Dear Sir:

I have the honor to refer to the Agreement concerning trade in cotton, wool and man-made fiber textiles and textile products between the Government of Hong Kong and the Government of the United States of America dated 8 August 1977 with annexes, and as amended from time to time[1] (hereinafter called "The Agreement"). I further refer to consultations between the two Governments which took place in Hong Kong, 13-15 November 1980, and 24 February 1981.

As a result of the consultations, I propose on behalf of the Government of the United States of America that the Agreement be amended as follows:

(1) That category 640 shall, as from 1 January 1981, cease to be subject to the specific limits set out in Annex A of the Agreement and shall instead become subject to paragraph 9 of the Agreement.

(2) In respect of 1981 agreement year only, Hong Kong undertakes as follows:

(A) Not to utilize carryover and carryforward in respect of each of the following categories:

331
333/4/5
338/9
338/9(1)
340
341
347/8
638/9
641

[1] TIAS 8936, 9291, 9611, 9714; 29 UST 2184; 30 UST 1813; 31 UST 294; 32 UST.

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(B) Not to utilize carryover in respect of each of the following categories:

337
342
635

(C) Not to utilize carryforward in respect of each of the following categories:

345
648

(D) To limit utilization of swing to not more than five per cent in respect of each of the following categories:

331
333/4/5
338/9
338/9(1)
340
341
347/8
638/9
641

Sub-paragraphs (A), (B), (C) and (D) hereof shall not affect the flexibility provisions for Group II as provided for in the Agreement signed on 8 August 1977.

(3) In exercise of the provisions of paragraph 8 of the Agreement, the unadjusted specific levels for categories 317 and 336 shall be increased by 2,834,000 S.Y.E. and 13,894 doz., respectively. These increases shall be effective for the 1981 agreement year only and shall not be taken into account for the purposes of utilization of flexibility.

(4) In relation to the merged category 333/4/5, the 1981 sub-limit for merged sub-category 333/4 shall be increased by five percentage points to 246,471 dozen. This adjustment shall not constitute any increase in the limit for sub-category 335 or for merged category 333/4/5.

If the foregoing arrangement is acceptable to the Government of Hong Kong, this letter and your letter of acceptance shall constitute an amendment to the Agreement.

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In addition to the foregoing proposed amendments to the Agreement and arising from the same consultations, it was further agreed that the arrangements for 1981 would not prejudice the position of either Government, vis-a-vis the negotiations being held in the GATT Textiles Committee on the future of the MFA.

Further, both Governments affirmed that Hong Kong's exports of cotton, wool, and man-made fiber textiles and apparel to the United States of America should continue to be governed by a bilateral agreement in 1982.

Finally, both Governments agreed to review the existing Bilateral Agreement in the light of the results of the negotiations on the MFA.

Accept, Sir, the renewal of my highest consideration.

Sincerely,

Thomas P. Shoesmith
Consul General

TIAS 10117

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The Hong Kong Acting Director of Trade, Industry and Customs to the American Consul General

Trade Industry and Customs Department 工商署

Director of Trade Industry and Customs

13 March 1981

Sir,

I refer to your letter dated 13 March 1981 regarding an amendment to the Agreement concerning trade in cotton, wool and man-made fibre textiles and textile products between the Government of the United States of America and the Government of Hong Kong, of 8 August 1977, with annexes, as amended. I wish to confirm that this letter and your letter constitute an amendment to the Agreement, such amendment being without prejudice to the position of either Government in the negotiations on the future of the MFA. Further, I wish to confirm the understanding about 1982.

Accept, Sir, the renewed assurances of my highest consideration.

Lawrence Mills.

(L.W.R. Mills)

Mr. Thomas P. Shoesmith,
Consul-General,
Consulate General of the
United States of America,
26 Garden Road,
Hong Kong.

Trade Industry and Customs Department, Ocean Centre, Kowloon, Hong Kong.

TIAS 10117

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NETHERLANDS

Environmental Protection

Memorandum of understanding signed at Leidschendam November 25, 1980;
Entered into force November 25, 1980.

MEMORANDUM OF UNDERSTANDING BETWEEN THE ENVIRONMENTAL PROTECTION AGENCY OF THE UNITED STATES OF AMERICA AND THE MINISTRY OF HEALTH AND ENVIRONMENTAL PROTECTION OF THE NETHERLANDS

The Environmental Protection Agency (EPA) of the United States of America and the Ministry of Health and Environmental Protection (the Ministry) of the Netherlands, recognizing, that strong national environmental programs contribute not only to the protection of national environments but to that of the global environment as well, cooperation between national environmental authorities can be of mutual benefit at both the national and global level, sound economic and social policies require the development and application of anticipatory environmental controls, and harmonious policies, regulations, and practices will contribute to the social and economic well-being of states and groups of states;

Agree as follows:

ARTICLE ONE

EPA and the Ministry will maintain and enhance bilateral cooperation in the field of environmental affairs on the basis of equality, reciprocity, and mutual benefit.

ARTICLE TWO

EPA and the Ministry will provide each other with information on economic issues and on significant research and regulatory activities concerning water and air pollution, hazardous waste disposal, solid waste treatment, and recycling. Other subjects for exchange may be identified in the future. Until otherwise agreed, information on toxic substances and nuclear waste will be transferred through the OECD and other multilateral organizations. Information on toxicity of sub-

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stances, premanufacturing testing, legislative aspects of toxic substance control, and other specific topics related to the control of toxic substances which may be agreed upon in the future, may be exchanged on a bilateral basis in accordance with the laws and regulations of the country providing the information.

ARTICLE THREE

In addition to exchanges of information, other forms of cooperation may be undertaken appropriate to the nature of the topic. This may include exchanges of personnel and joint projects on research and development of environmental techniques and technologies. The terms of such activities shall be established through exchange of letters between appropriate officials of EPA and of the Ministry.

ARTICLE FOUR

Unless otherwise agreed, there shall be no exchange of funds; each side providing resources adequate to carry out its responsibilities. It is expressly understood that the ability of each side to carry out long-term activities is subject to the availability of appropriated funds. No financial commitment can be made without concurrence of appropriate authorities on each side.

ARTICLE FIVE

The heads of the international offices of EPA and the Ministry shall be responsible for the management of this cooperative program. They shall make an annual review of cooperation, addressing in addition future policy directions and research plans. They shall also be responsible for furthering the appropriate participation of other US and Dutch organizations (governmental, business, and academic) in the activities conducted under this Memorandum.

ARTICLE SIX

This Memorandum shall enter into force upon signature and shall remain in force for five years. It may be renewed or amended by mutual written agreement of the parties.

DONE at Leidschendam, in the Dutch and English languages, both being equally authentic, on 25 November, 1980

DOUGLAS M. COSTLE

Douglas M. Costle
Administrator
U.S. Environmental Protection Agency

LEENDERT GINJAAR

Dr. Leendert Ginjaar
Minister
Ministry of Health and Environmental Protection

TIAS 10118

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MEMORANDUM VAN OVEREENSTEMMING TUSSEN HET ENVIRONMENTAL PROTECTION AGENCY VAN DE VERENIGDE STATEN VAN AMERIKA EN HET MINISTERIE VAN VOLKSGEZONDHEID EN MILIEUHYGIËNE VAN NEDERLAND

Het Environmental Protection Agency (EPA) van de Verenigde Staten van Amerika en het Ministerie van Volksgezondheid en Milieuhygiëne (het Ministerie) van Nederland, erkennend, dat krachtdadige nationale milieuprogramma's niet alleen bijdragen tot de bescherming van het nationale milieu maar ook tot die van het wereldmilieu, dat samenwerking tussen nationale milieu-instanties tot wederzijds voordeel kan strekken zowel op nationaal als mondiaal niveau, dat een verantwoord economisch en sociaal beleid de ontwikkeling en toepassing vereist van anticiperende milieubeschermende maatregelen, en dat geharmoniseerde beleidslijnen, voorschriften en praktijken bijdragen tot het sociale en economische welzijn van Staten en groepen van Staten;

Komen het volgende overeen:

ARTIKEL EEN

Het EPA en het Ministerie zullen de bilaterale samenwerking op het gebied van milieuzaken, op voet van gelijkheid, wederkerigheid en tot wederzijds voordeel, in stand houden en verdiepen.

ARTIKEL TWEE

Het EPA en het Ministerie zullen elkander gegevens verstrekken omtrent economische aangelegenheden alsmede omtrent belangrijk onderzoek en het stellen van voorschriften met betrekking tot wateren luchtverontreiniging, het verwijderen van gevaarlijke afvalstoffen, de verwerking van vaste afvalstoffen en het hergebruik van afvalstoffen. Andere onderwerpen waarover gegevens kunnen worden uitgewisseld kunnen in de toekomst worden vastgesteld. Totdat anders wordt overeengekomen, zullen de gegevens inzake toxische stoffen en kernafval worden verstrekt via de OESO en andere multilaterale organisaties. Gegevens inzake de toxiciteit van stoffen, het onderzoek van stoffen voorafgaand aan de produktie, wetgevingsaspecten van het toezicht op toxische stoffen en andere specifieke onderwerpen met betrekking tot het toezicht op toxische stoffen, waarover in de toekomst overeenstemming zal worden bereikt, kunnen op bilaterale basis worden uitgewisseld overeenkomstig de wetten en voorschriften van het land dat de gegevens verstrekt.

ARTIKEL DRIE

Behalve de uitwisseling van gegevens kunnen ook andere vormen

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van samenwerking tot stand worden gebracht die passen bij de aard van het onderwerp. Deze kunnen omvatten de uitwisseling van personeelsleden alsmede gezamenlijke projecten inzake onderzoek en ontwikkeling op het gebied van milieutechnieken en -technologieën. De voorwaarden waarop zulke activiteiten worden verricht, worden vastgesteld door middel van een briefwisseling tussen de bevoegde functionarissen van het EPA en van het Ministerie.

ARTIKEL VIER

Tenzij anders is overeengekomen, vinden geen betalingen over en weer plaats en zorgt iedere partij voor voldoende middelen om haar taken te kunnen verrichten. Uitdrukkelijk is afgesproken dat het vermogen van elke partij langlopende werkzaamheden te verrichten, onderworpen is aan de beschikbaarheid van de daarvoor uitgetrokken financiële middelen. Er kan geen financiële verbintenis worden aangegaan zonder instemming van de bevoegde autoriteiten van elke partij.

ARTIKEL VIJF

De hoofden van de internationale afdelingen van het EPA en het Ministerie zijn verantwoordelijk voor het beheer van dit samenwerkingsprogramma. Zij zullen jaarlijks de samenwerking aan een onderzoek onderwerpen, waarbij zij zich mede zullen richten op toekomstige beleidsontwikkelingen en onderzoeksplannen. Zij zijn tevens verantwoordelijk voor de bevordering van passende deelneming door andere organisaties (van de overheid, het bedrijfsleven en de universiteiten en hogescholen) van de Verenigde Staten en van Nederland aan de ingevolge dit Memorandum verrichte werkzaamheden.

ARTIKEL ZES

Dit Memorandum treedt in werking bij ondertekening en blijft van kracht voor een tijdvak van vijf jaar. Het kan worden verlengd of gewijzigd bij wederzijdse schriftelijke overeenstemming tussen de partijen.

GEDAAN te Leidschendam, in de Engelse en de Nederlandse taal, zijnde beide teksten gelijkelijk authentiek, op 25 november 1980.

DOUGLAS M. COSTLE	LEENDERT GINJAAR
Douglas M. Costle *Administrator* *Environmental Protection Agency van de Verenigde Staten van Amerika*	Dr. Leendert Ginjaar *Minister* *Ministerie van Volksgezondheid en Milieuhygiëne*

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THE GAMBIA

Telecommunication: Radio Communications Between Amateur Stations on Behalf of Third Parties

Agreement effected by exchange of notes
Dated at Banjul March 17, 1981;
Entered into force April 16, 1981.

The Gambian Ministry of External Affairs to the American Embassy

MEA/5127/(29-EOC)

The Ministry of External Affairs of the Republic of The Gambia presents its compliments to the Embassy of the United States of America and has the honour to refer to discussions between representatives of the United States and to inform the Embassy of the acceptance of the Government of The Gambia to conclude an Agreement with the United States of America which would permit the exchange of Third Party messages between radio amateurs of the United States and The Gambia:

Amateur radio stations of The Gambia and the United States may exchange internationally, messages or other communications from or to third parties provided;

1. No compensation may be directly or indirectly paid on such messages or communications.

2. Such communications shall be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to the public telecommunications service is not justified. To the extent that in the event of a disaster, the public telecommunications services is not readily available for expeditious handling of communications relating directly to safety of life or property, such communications may be handled by amateur stations of the respective countries.

3. This arrangement shall apply to The Gambia and all its insular territories, and to the United States and its territories and possessions, including Puerto Rico and the Virgin Islands. It shall also be applicable to the case of amateur stations licensed by the United States authorities to the United States citizens in other areas of the world which the United States exercises licensing authority.

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4. This arrangement shall be subject to termination by either Government on sixty day's notice to the other Government, by further arrangement between the Governments dealing with the same subject, or by the enactment of legislation in either country inconsistent therewith.

In addition it is agreed that:

A) An amateur radio station will not resort to patching the radio to the local telephone system to permit a third party a direct communication between The Gambia and the United States;

B) Absolutely no communications of a commercial nature will be permitted.

The Ministry of External Affairs has the honour to suggest to the Embassy that the above provisions in this Note together with the Embassy's Note in reply in identical terms will constitute an Agreement between the two Governments with respect to this matter, such Agreement to be effective 30 days from the date of the Embassy's reply.

The Ministry of External Affairs of the Republic of The Gambia avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

BANJUL, *17th March 1981*

THE EMBASSY OF THE UNITED
STATES OF AMERICA
BUCKLE STREET
BANJUL.

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The American Embassy to the Gambian Ministry of External Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
BANJUL, THE GAMBIA

No. 13

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of the Republic of The Gambia and has the honor to refer to the Ministry's Note No. MEA/5127/(29–EOC) dated 17th March 1981 formally proposing an Agreement between the Government of the United States of America and the Government of the Republic of The Gambia which will permit the exchange of third party messages between amateurs of the United States and The Gambia as follows:

Amateur radio stations of The Gambia and the United States may exchange internationally, messages or other communications from or to third parties provided;

1. No compensation may be directly or indirectly paid on such messages or communications.

2. Such communications shall be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to the public telecommunications service is not justified. To the extent that in the event of a disaster, the public telecommunications service is not readily available for expeditious handling of communications relating directly to safety of life or property, such communications may be handled by amateur stations of the respective countries.

3. This arrangement shall apply to The Gambia and all its insular territories, and to the United States and its territories and possessions, including Puerto Rico and the Virgin Islands. It shall also be applicable to the case of amateur stations licensed by the United States authorities to the United States citizens in other areas of the world which the United States exercises licensing authority.

4. This arrangement shall be subject to termination by either Government on sixty day's notice to the other Government, by further arrangement between the Governments dealing with the same subject, or by the enactment of legislation in either country inconsistent therewith.

In addition it is agreed that:

A) An amateur radio station will not resort to patching the radio to the local telephone system to permit a third party a direct communication between The Gambia and the United States;

B) Absolutely no communication of a commercial nature will be permitted.

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The Embassy of the United States of America has the further honor to confirm on behalf of the Government of the United States of America the foregoing arrangements and to agree that this exchange of Notes shall be regarded as constituting an Agreement between the two Governments which will enter into force 30 days from the date of this reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of External Affairs the assurances of its highest consideration.

MINISTRY OF EXTERNAL AFFAIRS
THE QUADRANGLE,
BANJUL, THE GAMBIA.
March 17, 1981

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COLOMBIA

Territorial Status: Quita Sueño, Roncador and Serrana

Treaty signed at Bogota September 8, 1972;
Transmitted by the President of the United States of America to the Senate January 9, 1973 (S. Ex. A, 93d Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations July 23, 1981 (S. Ex. Rep. No. 97-16, 97th Cong., 1st Sess.);
Advice and consent to ratification by the Senate July 31, 1981, subject to understandings;
Ratified by the President August 24, 1981, subject to said understandings;
Ratified by Colombia March 26, 1974;
Ratifications exchanged at Bogota September 17, 1981;
Proclaimed by the President October 5, 1981;
Entered into force September 17, 1981.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty between the Government of the United States of America and the Government of the Republic of Colombia Concerning the Status of Quita Sueño, Roncador and Serrana was signed at Bogota on September 8, 1972, with related exchanges of notes, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of July 31, 1981, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty, subject to the following understandings:

"(1) the provisions of the Treaty do not confer rights or impose obligations upon, or prejudice the claims of, third states;

"(2) the United States of America and the Republic of Colombia, as well as other nations in the Western Hemisphere, are obligated under the Charter of the United Nations and the Charter of the

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Organization of American States to resolve their differences peacefully; and

"(3) as recognized by Senate Resolution 74, Ninety-third Congress, States may contribute to the development of international peace through law by submitting territorial disputes to the International Court of Justice or other impartial procedures for the binding settlement of disputes."

The Treaty was ratified, subject to the aforesaid understandings, by the President of the United States of America on August 24, 1981, in pursuance of the advice and consent of the Senate; and was duly ratified on the part of the Republic of Colombia;

It is provided in Article 8 of the Treaty that the Treaty shall enter into force upon the exchange of instruments of ratification thereof at Bogota and shall thereupon terminate the exchange of notes signed at Washington on April 10, 1928;

The instruments of ratification of the Treaty were exchanged at Bogota on September 17, 1981, and accordingly the Treaty entered into force on September 17, 1981;

Now, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Treaty, to the end that it shall be observed and fulfilled with good faith on and after September 17, 1981, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this fifth day of October in the year of our Lord one thousand nine hundred eighty-one
[SEAL] and of the Independence of the United States of America the two hundred sixth.

RONALD REAGAN

By the President:
ALEXANDER M. HAIG JR
Secretary of State

TIAS 10120

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TREATY BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA CONCERNING THE STATUS OF QUITA SUEÑO, RONCADOR AND SERRANA

THE PRESIDENT OF THE UNITED STATES OF AMERICA AND THE PRESIDENT OF THE REPUBLIC OF COLOMBIA,

Desirous of settling the long-standing questions concerning the status of Quita Sueño, Roncador and Serrana, with respect to which the Governments of the two countries agreed to maintain the status quo through an Exchange of Notes signed at Washington on April 10, 1928, [1]

Have designated their Plenipotentiaries, to wit:

The President of the United States of America: The Ambassador Extraordinary and Plenipotentiary to Colombia, Mr. Leonard J. Saccio;

The President of the Republic of Colombia: The Minister of Foreign Affairs, Doctor Alfredo Vazquez Carrizosa;

Who, after exchanging Full Powers and finding them to be in good and due form,

[1] TS 760 1/2; 6 Bevans 904.

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HAVE AGREED AS FOLLOWS

ARTICLE I

In accordance with the terms of this Treaty, the Government of the United States of America hereby renounces any and all claims to sovereignty over Quita Sueño, Roncador and Serrana.

ARTICLE 2

In recognition of the fact that nationals and vessels of Colombia and the United States are at the present time engaged in fishing in the waters adjacent to Quita Sueño, both governments agree that in the future there shall be no interference by either government or by its nationals or vessels with the fishing activities of nationals and vessels of the other in this area.

ARTICLE 3

The Government of the Republic of Colombia further agrees that with respect to Roncador and Serrana it will guarantee to nationals and vessels of the United States a continuation of fishing in the waters adjacent to these cays with no limitation except as provided in the accompanying letter on fishing rights.

ARTICLE 4

The provisions of Articles 2 and 3 above relating to fishing shall be subject to any obligations accepted by both Governments under the terms of the

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accompanying notes on fishing rights and any existing or future international agreement pertaining to fishing or related matters.

ARTICLE 5

Each Government agrees that it will not, except in agreement with the other Government, enter into any agreement with a state not party to the present Treaty, by means of which the rights guaranteed nationals and vessels of the other party under this Treaty would be affected or impaired.

ARTICLE 6

Provisions concerning the navigational aids on Quita Sueño, Roncador and Serrana shall be set forth in a separate exchange of notes to be concluded by the parties to this Treaty.

ARTICLE 7

The present Treaty shall not affect the positions or views of either Government with respect to the extent of the territorial sea, jurisdiction of the coastal state over fisheries, or any other matter not specifically dealt with in this Treaty.

ARTICLE 8

The present Treaty shall enter into force upon the exchange of instruments of ratification thereof at Bogota and shall thereupon terminate

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the exchange of notes signed at Washington on April 10, 1928.

ARTICLE 9

The present Treaty shall remain in force indefinitely unless terminated by agreement of both Governments.

In witness whereof the undersigned have signed this Treaty in duplicate, in the Spanish and English languages, at Bogota this 8th day of September, 1972.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

LEONARD J. SACCIO
Ambassador Extraordinary and Plenipotentiary

FOR THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA

ALFREDO VAZQUEZ CARRIZOSA
Minister of Foreign Affairs

[SEAL]

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TRATADO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DE COLOMBIA RELATIVO A LA SITUACION DE QUITASUEÑO, RONCADOR Y SERRANA

EL PRESIDENTE DE LOS ESTADOS UNIDOS DE AMERICA Y
EL PRESIDENTE DE LA REPUBLICA DE COLOMBIA

Deseosos de arreglar los asuntos existentes desde hace largo tiempo, concernientes a la situación de Quitasueño, Roncador y Serrana, con respecto a los cuales los Gobiernos de los dos países se comprometieron a mantener el Status quo mediante un Canje de Notas firmadas en Washington, el 10 de Abril de 1.928.

Han designado sus Plenipotenciarios, a saber:

El Presidente de los Estados Unidos de América al Embajador Extraordinario y Plenipotenciario en Colombia, señor Leonard J. Saccio;

El Presidente de la República de Colombia, al Ministro de Relaciones Exteriores doctor Alfredo Vázquez Carrizosa,

Quienes después de haber canjeado sus Plenos Poderes y de hallarlos en buena y debida forma,

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HAN CONVENIDO EN LO SIGUIENTE

ARTICULO 1

De conformidad con los términos de este Tratado el Gobierno de los Estados Unidos de América renuncia por el presente a cualesquiera y a todas las reclamaciones de soberanía sobre Quitasueño , Roncador y Serrana.

ARTICULO 2

En reconocimiento del hecho de que ciudadanos y buques de Colombia y de los Estados Unidos están actualmente dedicados a la pesca en las aguas adyacentes a Quitasueño, ambos Gobiernos convienen en que, en el futuro, no habrá intervención por parte de ninguno de los Gobiernos ni por parte de sus ciudadanos o buques en las actividades de pesca de ciudadanos o buques del otro Gobierno en esta área.

ARTICULO 3

El Gobierno de la República de Colombia, conviene, además, en que con respecto de Roncador y Serrana garantizará a los ciudadanos y buques de los Estados Unidos la continuación de la pesca en las aguas adyacentes a estos cayos, sin otra limitación que las previstas en las notas adjuntas sobre derechos de pesca

ARTICULO 4

Las disposiciones de los artículos anteriores 2 y 3 relacionados con la pesca, estarán sujetas a cualesquiera obligaciones aceptadas por ambos Gobiernos

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de conformidad con las notas adjuntas sobre derechos de pesca y con los términos de cualquier Convenio internacional existente o futuro, relacionado con la pesca o asuntos afines.

ARTICULO 5

Cada uno de los dos Gobiernos convienen en que no celebrará, salvo de acuerdo con el otro Gobierno, ningún Convenio con un estado que no sea parte del presente Tratado, mediante el cual puedan ser afectados o menoscabados los derechos garantizados a ciudadanos y buques de la otra parte según este Tratado.

ARTICULO 6

Las disposiciones relativas a las ayudas a la navegación existentes en Quitasueño, Roncador y Serrana determinadas [1], en un canje de notas separado entre las altas partes contratantes de este Tratado.

ARTICULO 7

El presente Tratado no afectará las posiciones u opiniones de ninguno de los dos Gobiernos con respecto a la extensión del Mar Territorial, a la jurisdicción del Estado ribereño en materia de pesca o a cualquier otro asunto no contemplado específicamente en este Tratado.

ARTICULO 8

El presente Tratado deberá entrar en vigencia en el momento del canje de instrumentos de ratificación del mismo en Bogotá y derogará inmediatamente

[1] Should read "serán determinadas".

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el canje de notas firmadas en Washington el 10 de abril de 1.928.

ARTICULO 9

El presente Tratado tendrá una vigencia indefinida, a menos de que sea terminado por medio de un acuerdo entre ambos Gobiernos.

En testimonio de lo cual los suscritos han firmado este Tratado por duplicado, en los dos idiomas español e inglés , en Bogotá el día 8 de septiembre de 1.972.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

LEONARD J. SACCIO
Embajador Extraordinario y Plenipotenciario

POR EL GOBIERNO DE LA REPUBLICA DE COLOMBIA

ALFREDO VAZQUEZ CARRIZOSA
Ministro de Relaciones Exteriores.

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[EXCHANGES OF NOTES]

No. 694

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to the treaty signed today between the Government of the United States of America and the Government of the Republic of Colombia concerning the status of Quita Sueño, Roncador and Serrana to replace the exchange of notes signed between our two governments on April 10, 1928. In this connection the Government of the United States wishes to reaffirm to the Government of the Republic of Colombia its legal position respecting Article 1 of that Treaty. That legal position is as follows:

> Quita Sueño, being permanently submerged at high tide, is at the present time not subject to the exercise of sovereignty. The Government of the United States notes that the 1928 Treaty and Protocol[1] between the Government of the Republic of Colombia and the Government of the Republic of Nicaragua specifically provide that the Treaty does not apply to Quita Sueño, Roncador and Serrana, sovereignty over which was recognized as being in dispute between the United States and Colombia. The Government of the United States further notes that under the terms of its exchange of notes with the Government of the Republic of Colombia of April 10, 1928, it was recognized at that time that sovereignty over Quita Sueño was claimed by both the United States and Colombia and it was agreed that the status quo in respect of the matter should be maintained.

The Government of the United States understands the legal position of the Government of the Republic of Colombia to be as follows:

> The physical status of Quita Sueño is not incompatible with the exercise of sovereignty. In the view of the Government of the Republic of Colombia, the stipulations of the Treaty between Colombia and Nicaragua of March 24, 1928 and the protocol of exchange of ratifications of May 10, 1930 recognized Colombia's sovereignty over the islands, islets and cays that make up the archipelago of San Andres and Providencia east of the 82 meridian of Greenwich, with the exception of the cays of Roncador, Quita Sueño and Serrana, the sovereignty of which was in dispute between the United States and the Republic of Colombia. Therefore, with the renunciation of sovereignty by the United States over Quita Sueño, Roncador and Serrana, the Republic of Colombia is the only legitimate title holder on these banks or cays, in accordance with the aforementioned instruments and international law.

[1] Treaty signed Mar. 24, 1928 and protocol of exchange of ratifications signed May 5, 1930. 105 LNTS 337.

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The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Colombia the assurances of its highest consideration.

L J S

EMBASSY OF THE UNITED STATES OF AMERICA
BOGOTÁ, *September 8, 1972*

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REPUBLICA DE COLOMBIA
MINISTERIO DE RELACIONES EXTERIORES

DM 484

El Ministerio de Relaciones Exteriores saluda atentamente a la Honorable Embajada de los Estados Unidos de América y tiene el honor de referirse al Tratado firmado en el día de hoy entre los Gobiernos de los Estados Unidos de América y de la República de Colombia relativo a la situación de Quitasueño, Roncador y Serrana, con el objeto de substituir el canje de notas firmadas entre ambos Gobiernos el 10 de Abril de 1928. A este respecto el Gobierno de Colombia desea confirmar al Gobierno de los Estados Unidos que su posición legal respecto al Artículo I de dicho Tratado es la siguiente:

La condición física de Quitasueño no es incompatible con el ejercicio de soberanía. En concepto del Gobierno de la República de Colombia, las estipulaciones del Tratado entre Colombia y Nicaragua del 24 de Marzo de 1928 y el Acta de Canje de Ratificaciones del 10 de Mayo de 1930 le reconocieron a la República de Colombia la soberanía sobre las islas, islotes y cayos que integran el Archipiélago de San Andrés y Providencia, al Este del Meridiano 82 de Greenwich con excepción de los Cayos de Roncador, Quitasueño y Serrana cuya soberanía es-

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taba en litigio entre los Estados Unidos y la República de Colombia. Por tanto, una vez retirada toda reclamación de soberanía de los Estados - Unidos respecto de Quitasueño, al mismo tiempo que de Roncador y Serrana, la República de Colombia es el único titular legítimo en tales - cayos o bancos según los mencionados instrumentos y el Derecho Internacional.

El Gobierno de Colombia está informado de la posición legal del Gobierno de los Estados Unidos que es la siguiente:

"Quitasueño, que está permanentemente sumergido en la - alta marea no está sometido en la actualidad al ejercicio de soberanía. El Gobierno de los Estados Unidos observa que el Tratado y el Acta de - 1928 entre el Gobierno de Colombia y el Gobierno de Nicaragua dis - ponen específicamente que el Tratado no se aplica a Quitasueño, Roncador y Serrana, la soberanía de los cuales se reconoció que ha estado en litigio entre Colombia y los Estados Unidos. El Gobierno de los Estados Unidos, observa, además que según los términos de su canje de - notas con el Gobierno de Colombia con fecha del 10 de Abril de 1928 se reconoció que en ese entonces la soberanía sobre Quitasueño era -

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objeto de reclamaciones por parte de los Gobiernos de Colombia y de los Estados Unidos y se convino en que debía mantenerse el Status Quo al respecto".

El Ministerio de Relaciones Exteriores expresa a la Honorable Embajada de los Estados Unidos de América su alta consideración,

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[TRANSLATION]

REPUBLIC OF COLOMBIA
MINISTRY OF FOREIGN AFFAIRS

DM 484

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to the Treaty signed today between the Governments of the United States of America and the Republic of Colombia concerning the status of Quita Sueño, Roncador and Serrana to replace the exchange of notes signed between the two governments on April 10, 1928. In this connection the Government of Colombia wishes to reaffirm to the Government of the United States that its legal position respecting Article 1 of that Treaty is as follows:

The physical status of Quita Sueño is not incompatible with the exercise of sovereignty. In the view of the Government of the Republic of Colombia, the stipulations of the Treaty between Colombia and Nicaragua of March 24, 1928, and the Protocol of exchange of ratifications of May 10, 1930, recognized Colombia's sovereignty over the islands, islets and cays that make up the Archipelago of San Andrés and Providencia east of the 82nd meridian of Greenwich, with the exception of the cays of Roncador, Quita Sueño, and Serrana, the sovereignty of which was in dispute between the United States and the Republic of Colombia. Therefore, with the renunciation of sovereignty by the United States over Quita Sueño, Roncador, and Serrana, the Republic of Colombia is the only legitimate title holder on those banks or cays, in accordance with the aforementioned instruments and international law.

The Government of Colombia understands the legal position of the Government of the United States to be as follows:

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Quita Sueño, being permanently submerged at high tide, is at the present time not subject to the exercise of sovereignty. The Government of the United States notes that the 1928 Treaty and Protocol between the Government of Colombia and the Government of Nicaragua specifically provide that the Treaty does not apply to Quita Sueño, Roncador, and Serrana, sovereignty over which was recognized as being in dispute between Colombia and the United States. The Government of the United States further notes that under the terms of its exchange of notes with the Government of Colombia on April 10, 1928, it was recognized at that time that sovereignty over Quita Sueño was claimed by the Governments of both Colombia and the United States and it was agreed that the status quo in respect of that matter should be maintained.

The Ministry of Foreign Affairs expresses to the Embassy of the United States of America its high consideration.

A V C

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EMBASSY OF THE UNITED STATES OF AMERICA

BOGOTÁ, *September 8, 1972*

No. 692

EXCELLENCY:

In connection with the signing today of a treaty between the Governments of the Republic of Colombia and the United States of America, I have the honor to convey to you the following understandings of my Government:

1. With respect to Article 2 of that treaty, both governments agree they will exchange views periodically on the desirability of bilateral or multilateral action of a conservation nature.

2. With respect to Article 3 of that treaty, it is understood by both governments that the fishing activities of nationals and vessels of the United States will be subject to reasonable conservation measures applied by the Government of the Republic of Colombia to all fishermen permitted to fish within the present fishing zone adjacent to the cays on Roncador and Serrana. The Government of the Republic of Colombia agrees that the conservation measures applied to nationals and vessels of the United States will be non-discriminatory in nature and no more restrictive than those applied to nationals and vessels of the Republic of Colombia and nationals and vessels of other states permitted to fish in these waters.

3. With further respect to Article 3 of the treaty, it is understood by the Government of the Republic of Colombia that the right of United States nationals and vessels to continue fishing in the waters adjacent to Roncador and Serrana will not prejudice the existing rights of nationals and vessels of the Republic of Colombia or the rights of nationals and vessels of any other state which the Government of Colombia now or in the future may permit to conduct fishing and fishing activities in the waters in question. The Government of the Republic of Colombia agrees that prior to the implementation of conservation measures not now in effect, it will give reasonable notice to the Government of the United States of the nature of these regulations and any necessary measures which must be taken by nationals and vessels of the United States in order to comply with these regulations. The Government of the Republic of Colombia also agrees to consult with the Government of the United States of America, at the latter's request, concerning the effects of such proposed regulations on the rights guaranteed United States nationals and vessels by the treaty signed today.

4. It is understood by both governments with respect to the provisions of Article 4 of the treaty that future multilateral agreements shall be applied in a manner consistent with the right of non-discriminatory access by nationals and vessels of the United States to

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fisheries in accordance with the provisions of other articles of the treaty and this note.

Excellency, I have the honor to propose that this note and your reply constitute an agreement between our governments on the matters discussed above.

Accept, Excellency, the renewed assurances of my highest consideration.

LEONARD J. SACCIO

His Excellency
DR. ALFREDO VAZQUEZ CARRIZOSA
Minister of Foreign Affairs
Republic of Colombia
Bogotá

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REPUBLICA DE COLOMBIA
MINISTERIO DE RELACIONES EXTERIORES

D.M. 485

Bogotá, 8 de Septiembre de 1.972

Señor Embajador:

Tengo el honor de avisar recibo a Vuestra Excelencia de la nota de fecha de hoy, que dice así:

"En relación con la firma, en el día de hoy, de un Tratado entre los Gobiernos de la República de Colombia y los Estados Unidos de América tengo el honor de comunicarle los siguientes entendimientos de mi Gobierno;

"1) Con respecto al Artículo 2) de ese Tratado, ambos Gobiernos intercambiarán periódicamente sus puntos de vista sobre la conveniencia de adoptar medidas bilaterales o multilaterales de conservación.

"2) Con respecto al Artículo 3) de ese Tratado ambos Gobiernos entienden que las actividades pesqueras de los ciudadanos y buques de los Estados Unidos estarán sometidos a medidas razonables de conservación aplicadas por el Gobierno en la República de Colombia a todos los pescadores a los cuales se permita pescar en la actual-zona de pesca adyacente a los cayos de Roncador y Serrana. El Gobierno de la República de Colombia conviene en que las medidas de conservación aplicadas a ciudadanos y

A Su Excelencia
el señor LEONARD J. SACCIO,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
Presente.-

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buques de los Estados Unidos no serán discriminatorias en su naturaleza, ni más restrictivas que las aplicadas a ciudadanos y buques de la República de Colombia y a ciudadanos y buques de otros países a los cuales se permita pescar en esas aguas.

"3) Con respecto al Artículo 3) del Tratado el Gobierno de la República de Colombia entiende que el derecho de los nacionales y buques de los Estados Unidos de continuar el ejercicio de la pesca en las aguas adyacentes a Roncador y Serrana, no pejudicará los derechos existentes de los ciudadanos y buques de la República de Colombia ni los derechos de ciudadanos y buques de cualquier otro país, a los cuales el Gobierno de Colombia al presente o en el futuro les permita pescar o desarrollar actividades pesqueras en las aguas mencionadas. El Gobierno de la República de Colombia conviene en que, antes de poner en ejecución medidas de conservación que no se hallen actualmente en vigor, le dará aviso con razonable anticipación al Gobierno de los Estados Unidos sobre la naturaleza de tales reglamentos y de cualesquiera medidas necesarias que los ciudadanos y buques de los Estados Unidos deban cumplir con el fin de aplicar estos reglamentos. El Gobierno de la República de Colombia conviene también en realizar consultas con el Gobierno de los Estados Unidos de América, a solicitud de éste, sobre los efectos de tales reglamentos por aplicar sobre los derechos garantizados a los ciudadanos y buques de los Estados Unidos en virtud del Tratado firmado en esta fecha.

"Con respecto a las estipulaciones del Artículo 4) del Tratado, ambos Gobiernos entienden que futuros acuerdos multilaterales serán aplicados de una manera

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consistente con el derecho sin discriminación para el acceso por nacionales y buques de los Estados Unidos a las zonas de pesca, de acuerdo con las estipulaciones de o - tros Artículos del Tratado y de esta nota.

" Tengo el honor de proponer a Vuestra Excelencia que esta nota y su respuesta constituyen un Acuerdo entre nuestros Gobiernos sobre las materias examinadas anteriormente. "

Mi Gobierno acepta que la nota de Vuestra Excelencia y esta respuesta constituyan un Acuerdo entre nuestros respectivos Gobiernos sobre las materias tratadas anteriormente.

Me suscribo del señor Embajador con la seguridad de mi alta consideración.

ALFREDO VAZQUEZ CARRIZOSA
Ministro de Relaciones Exteriores.

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TRANSLATION

REPUBLIC OF COLOMBIA
MINISTRY OF FOREIGN AFFAIRS

DM 485 Bogota, September 8, 1972

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note dated today, which reads as follows:

[For the English language text, see pp. 1422-1423.]

My Government agrees that Your Excellency's note and this reply shall constitute an agreement between our Governments on the matters discussed above.

Accept, Mr. Ambassador, the assurance of my high consideration.

A. Vázquez Carrizosa
Alfredo Vázquez Carrizosa
Minister of Foreign Affairs

His Excellency
Leonard J. Saccio,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Bogota.

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EMBASSY OF THE UNITED STATES OF AMERICA

BOGOTÁ, *September 8, 1972*

No. 693

EXCELLENCY:

In connection with the signing today of a treaty between the Government of the Republic of Colombia and the Government of the United States of America concerning the status of Quita Sueño, Roncador and Serrana, I have the honor to convey the following understandings of my government with respect to Article 6 of that treaty:

1. The Government of the United States of America agrees to grant in perpetuity to the Republic of Colombia ownership of the lighthouse located on Quita Sueño and the navigational beacons on Roncador and Serrana.

2. The Government of the Republic of Colombia agrees to maintain and operate these installations in accordance with international regulations.

3. The Agreement of the Government of the United States of America to grant to the Government of the Republic of Colombia the lighthouse on Quita Sueño as provided for in paragraph 1 is subject to the understanding that it does so without prejudice to its legal position that Quita Sueño, being permanently submerged at high tide, is not at the present time subject to the exercise of sovereignty.

4. The time and place of the transfer of the lighthouse on Quita Sueño, and the navigational beacons on Roncador and Serrana, shall be agreed upon between the parties. Preparations for the transfer shall be concluded through meetings of experts from each side within six months of the exchange of ratifications of the treaty concerning the status of Quita Sueño, Roncador and Serrana.

Excellency, I have the honor to propose that this note and your reply constitute an agreement between our governments on the matters discussed above.

Accept, Excellency, the renewed assurances of my highest consideration.

His Excellency
DR. ALFREDO VAZQUEZ CARRIZOSA
Minister of Foreign Affairs
Republic of Colombia
Bogotá

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REPUBLICA DE COLOMBIA
MINISTERIO DE RELACIONES EXTERIORES

DM 482 Bogotá, 8 de Septiembre de 1972

Excelencia:

Tengo el honor de avisar recibo a Vuestra Excelencia de la nota de fecha de hoy, que dice así:

"En relación con la firma, en el día de hoy, de un Tratado entre los Gobiernos de la República de Colombia y de los Estados Unidos de América relativo a la situación de Quitasueño, Roncador y Serrana, tengo el honor de comunicarles los siguientes entendimientos con respecto al Artículo 6 del mencionado Tratado:

"I) El Gobierno de los Estados Unidos de América acepta conceder a perpetuidad a la República de Colombia la propiedad del faro situado en Quitasueño y de las ayudas de navegación en Roncador y Serrana.

A Su Excelencia
El Señor LEONARD J. SACCIO,
Embajador Extraordinario y Plenipotenciario delos
Estados Unidos de América
Presente

TIAS 10120

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"2) El Gobierno de la República de Colombia acepta mantener y operar esas instalaciones de acuerdo con los reglamentos internacionales.

"3) El acuerdo del Gobierno de los Estados Unidos de América- de conceder al Gobierno de la República de Colombia el faro situado en - Quitasueño, como estipula el párrafo primero, está sujeto al entendido de que lo hace sin contrariar su posición legal según la cual Quitasueño, por estar sumergido de manera permanente en la alta marea, no es al presente- objeto de ejercicio de una soberanía.

"4) La fecha y lugar de la transferencia del faro en Quitasueño- y de las ayudas de navegación en Roncador y Serrana, serán convenidos entre las partes.

"Los preparativos para la transferencia se harán por medio de consultas entre los expertos de cada una de las partes en un plazo de seis meses contados a partir del canje de las ratificaciones del Tratado relativo a la situación de Quitasueño, Roncador y Serrana.

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"Tengo el honor de proponer a Vuestra Excelencia que esta nota y su respuesta constituyan un acuerdo entre nuestros respectivos Gobiernos sobre las materias examinadas anteriormente."

Mi Gobierno desea manifestar al de Vuestra Excelencia su conformidad con la nota que he transcrito.

Respecto del párrafo 3) de esa comunicación mi Gobierno se ha informado de la posición de los Estados Unidos y manifiesta, a su vez, que reitera la posición colombiana sobre la soberanía de Colombia en Quitasueño, lo mismo que en Roncador y Serrana, expresada en las notas de esta fecha.

Mi Gobierno acepta que la nota de Vuestra Excelencia y esta respuesta constituyan un acuerdo entre nuestros respectivos Gobiernos sobre las materias tratadas anteriormente.

Me suscribo del Señor Embajador con la seguridad de mi alta consideración,

ALFREDO VAZQUEZ CARRIZOSA
MINISTRO DE RELACIONES EXTERIORES

TIAS 10120

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TRANSLATION

REPUBLIC OF COLOMBIA
MINISTRY OF FOREIGN AFFAIRS

DM 482 Bogota, September 8, 1972

I have the honor to acknowledge receipt of Your Excellency's note, dated today, which reads as follows:

[For the English language text, see p. 1428.]

My Government informs Your Excellency's Government that it is in agreement with the note transcribed above.

With respect to paragraph 3 of that note, my Government is cognizant of the position of the United States and states, in turn, that it reaffirms the Colombian position, expressed in the notes dated today, on the sovereignty of Colombia over Quita Sueño as well as Roncador and Serrana.

My Government agrees that Your Excellency's note and this reply shall constitute an agreement between our Governments on the above matters.

Accept, Mr. Ambassador, the assurance of my high consideration.

A. Vázquez Carrizosa
Alfredo Vázquez Carrizosa
Minister of Foreign Affairs

His Excellency
Leonard J. Saccio,
Ambassador Extraordinary and Plenipotentiary
of the United States of America.
Bogota.

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MULTILATERAL

General Agreement on Tariffs and Trade

Protocol for the accession of Colombia to the agreement of October 30, 1947.
Done at Geneva November 28, 1979;
Entered into force October 3, 1981.

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GENERAL AGREEMENT ON TARIFFS AND TRADE

ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

ACUERDO GENERAL SOBRE ARANCELES ADUANEROS Y COMERCIO

PROTOCOL
FOR THE ACCESSION OF COLOMBIA
TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

PROTOCOLE
D'ACCESSION DE LA COLOMBIE
A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

PROTOCOLO
DE ADHESIÓN DE COLOMBIA
AL ACUERDO GENERAL SOBRE ARANCELES ADUANEROS Y COMERCIO

28 November 1979
Geneva

TIAS 10121

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PROTOCOL FOR THE ACCESSION OF COLOMBIA TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE [1]

The governments which are contracting parties to the General Agreement on Tariffs and Trade (hereinafter referred to as "contracting parties" and "the General Agreement", respectively), the European Economic Community and the Government of Colombia (hereinafter referred to as "Colombia"),

Having regard to the results of the negotiations directed towards the accession of Colombia to the General Agreement,

Have through their representatives agreed as follows:

Part I - General

1. Colombia shall, upon entry into force of this Protocol pursuant to paragraph 6, become a contracting party to the General Agreement, as defined in Article XXXII thereof, and shall apply to contracting parties provisionally and subject to this Protocol:

(a) Parts I, III and IV of the General Agreement, and

(b) Part II of the General Agreement to the fullest extent not inconsistent with its legislation existing on the date of this Protocol.

The obligations incorporated in paragraph 1 of Article I by reference to Article III and those incorporated in paragraph 2(b) of Article II by reference to Article VI of the General Agreement shall be considered as falling within Part II for the purpose of this paragraph.

2. (a) The provisions of the General Agreement to be applied to contracting parties by Colombia shall, except as otherwise provided in this Protocol, be the provisions contained in the text annexed to the Final Act of the second session of the Preparatory Committee of the United Nations Conference on Trade and Employment, as rectified, amended or otherwise modified by such instruments as may have become effective on the day on which Colombia becomes a contracting party.

(b) In each case in which paragraph 6 of Article V, sub-paragraph 4(d) of Article VII, and sub-paragraph 3(c) of Article X of the General Agreement refer to the date of that Agreement, the applicable date in respect of Colombia shall be the date of this Protocol.

Part II - Schedule

3. The schedule in the Annex shall, upon the entry into force of this Protocol, become a Schedule to the General Agreement relating to Colombia.

[1] TIAS 1700; 61 Stat., pts. 5 and 6.

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4. (a) In each case in which paragraph 1 of Article II of the General Agreement refers to the date of that Agreement, the applicable date in respect of each product which is the subject of a concession provided for in the Schedule annexed to this Protocol shall be the date of this Protocol.

(b) For the purpose of the reference in paragraph 6(a) of Article II of the General Agreement to the date of that Agreement, the applicable date in respect of the Schedule annexed to this Protocol shall be the date of this Protocol.

Part III - Final Provisions

5. This Protocol shall be deposited with the Director-General to the CONTRACTING PARTIES. It shall be open for signature by Colombia until 31 December 1980. It shall also be open for signature by contracting parties and by the European Economic Community.

6. This Protocol shall enter into force on the thirtieth day following the day upon which it shall have been signed by Colombia.

7. Colombia, having become a contracting party to the General Agreement pursuant to paragraph 1 of this Protocol, may accede to the General Agreement upon the applicable terms of this Protocol by deposit of an instrument of accession with the Director-General. Such accession shall take effect on the day on which the General Agreement enters into force pursuant to Article XXVI or on the thirtieth day following the day of the deposit of the instrument of accession, whichever is the later. Accession to the General Agreement pursuant to this paragraph shall, for the purposes of paragraph 2 of Article XXXII of that Agreement, be regarded as acceptance of the Agreement pursuant to paragraph 4 of Article XXVI thereof.

8. Colombia may withdraw its provisional application of the General Agreement prior to its accession thereto pursuant to paragraph 7 and such withdrawal shall take effect on the sixtieth day following the day on which written notice thereof is received by the Director-General.

9. The Director-General shall promptly furnish a certified copy of this Protocol and a notification of each signature thereto, pursuant to paragraph 5, to each contracting party, to the European Economic Community, to Colombia and to each government which shall have acceded provisionally to the General Agreement.

10. This Protocol shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations. [1]

Done at Geneva this twenty-eighth day of November one thousand nine hundred and seventy-nine, in a single copy, in the English, French and Spanish languages, except as otherwise specified with respect to the Schedule annexed hereto, each text being authentic.

[1] TS 993; 59 Stat. 1053.

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PROTOCOLE D'ACCESSION DE LA COLOMBIE
A L'ACCORD GENERAL SUR LES TARIFS
DOUANIERS ET LE COMMERCE

Les gouvernements qui sont parties contractantes à l'Accord général sur les tarifs douaniers et le commerce (dénommés ci-après "les parties contractantes" et "l'Accord général" respectivement), la Communauté économique européenne et le gouvernement de la Colombie (dénommé ci-après "la Colombie"),

Eu égard aux résultats des négociations menées en vue de l'accession de la Colombie à l'Accord général,

Sont convenus, par l'intermédiaire de leurs représentants, des dispositions suivantes:

Première Partie - Dispositions générales

1. A compter de la date à laquelle le présent Protocole entrera en vigueur conformément au paragraphe 6 ci-après, la Colombie sera partie contractante à l'Accord général au sens de l'article XXXII dudit Accord et appliquera aux parties contractantes, à titre provisoire et sous réserve des dispositions du présent Protocole:

a) Les Parties I, III et IV de l'Accord général;

b) La Partie II de l'Accord général dans toute la mesure compatible avec sa législation existant à la date du présent Protocole.

Les obligations stipulées au paragraphe 1 de l'article premier par référence à l'article III et celles qui sont stipulées à l'alinéa b) du paragraphe 2 de l'article II par référence à l'article VI de l'Accord général seront considérées, aux fins du présent paragraphe, comme relevant de la Partie II de l'Accord général.

2. a) Les dispositions de l'Accord général qui devront être appliquées aux parties contractantes par la Colombie seront, sauf disposition contraire du présent Protocole, celles qui figurent dans le texte annexé à l'Acte final de la deuxième session de la Commission préparatoire de la Conférence des Nations Unies sur le commerce et l'emploi, telles qu'elles auront été rectifiées, amendées ou autrement modifiées par des instruments qui seront devenus effectifs à la date à laquelle la Colombie deviendra partie contractante.

b) Dans chaque cas où le paragraphe 6 de l'article V, l'alinéa d) du paragraphe 4 de l'article VII et l'alinéa c) du paragraphe 3 de l'article X de l'Accord général mentionnent la date dudit Accord, la date applicable en ce qui concerne la Colombie sera la date du présent Protocole.

Deuxième Partie - Liste

3. La liste reproduite à l'annexe deviendra Liste de la Colombie annexée à l'Accord général dès l'entrée en vigueur du présent Protocole.

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4. a) Dans chaque cas où le paragraphe 1 de l'article II de l'Accord général mentionne la date dudit Accord, la date applicable en ce qui concerne chaque produit faisant l'objet d'une concession reprise dans la liste annexée au présent Protocole sera la date du présent Protocole.

b) Dans le cas de l'alinéa a) du paragraphe 6 de l'article II de l'Accord général qui mentionne la date dudit Accord, la date applicable en ce qui concerne la liste annexée au présent Protocole sera la date du présent Protocole.

Troisième Partie - Dispositions finales

5. Le présent Protocole sera déposé auprès du Directeur général des PARTIES CONTRACTANTES. Il sera ouvert à la signature de la Colombie jusqu'au 31 décembre 1980. Il sera également ouvert à la signature des parties contractantes et de la Communauté économique européenne.

6. Le présent Protocole entrera en vigueur le trentième jour qui suivra celui où il aura été signé par la Colombie.

7. La Colombie étant devenue partie contractante à l'Accord général conformément au paragraphe 1 du présent Protocole, pourra accéder audit Accord selon les clauses applicables du présent Protocole, en déposant un instrument d'accession auprès du Directeur général. L'accession prendra effet à la date à laquelle l'Accord général entrera en vigueur conformément aux dispositions de l'article XXVI, ou le trentième jour qui suivra celui du dépôt de l'instrument d'accession si cette date est postérieure à la première. L'accession à l'Accord général conformément au présent paragraphe sera considérée, aux fins de l'application du paragraphe 2 de l'article XXXII dudit Accord, comme une acceptation de l'Accord conformément au paragraphe 4 de l'article XXVI dudit Accord.

8. La Colombie pourra, avant son accession à l'Accord général conformément aux dispositions du paragraphe 7, dénoncer son application provisoire dudit Accord; une telle dénonciation prendra effet le soixantième jour qui suivra celui où le Directeur général en aura reçu notification par écrit.

9. Le Directeur général remettra sans retard à chaque partie contractante, à la Communauté économique européenne, à la Colombie et à chaque gouvernement qui aura accédé à l'Accord général à titre provisoire, une copie certifiée conforme du présent Protocole et une notification de chaque signature dudit Protocole conformément au paragraphe 5.

10. Le présent Protocole sera enregistré conformément aux dispositions de l'article 102 de la Charte des Nations Unies.

Fait à Genève, le vingt-huit novembre mil neuf cent soixante-dix-neuf, en un seul exemplaire, en langues française, anglaise et espagnole, sauf autre disposition stipulée pour la Liste ci-annexée, les trois textes faisant également foi.

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PROTOCOLO DE ADHESIÓN DE COLOMBIA
AL ACUERDO GENERAL SOBRE ARANCELES ADUANEROS Y COMERCIO

Los gobiernos que son partes contratantes del Acuerdo General sobre Aranceles Aduaneros y Comercio (denominados en adelante "las partes contratantes" y "el Acuerdo General" respectivamente), la Comunidad Económica Europea y el Gobierno de la República de Colombia (denominado en adelante "Colombia"),

Habida cuenta de los resultados de las negociaciones celebradas para la adhesión de Colombia al Acuerdo General,

Adoptan, por medio de sus representantes, las disposiciones siguientes:

Primera Parte - Disposiciones generales

1. A partir del día en que entre en vigor el presente Protocolo de conformidad con el párrafo 6, Colombia será parte contratante del Acuerdo General en el sentido del artículo XXXII de dicho Acuerdo, y aplicará a las partes contratantes, provisionalmente y con sujeción a las disposiciones del presente Protocolo:

a) Las Partes I, III y IV del Acuerdo General, y

b) La Parte II del Acuerdo General en toda la medida que sea compatible con su legislación vigente en la fecha del presente Protocolo.

A los efectos de este párrafo, se considerará que están comprendidas en la Parte II del Acuerdo General las obligaciones a que se refiere el párrafo 1 del artículo primero remitiéndose al artículo III y aquellas a que se refiere el apartado b) del párrafo 2 del artículo II remitiéndose al artículo VI del citado Acuerdo.

2. a) Las disposiciones del Acuerdo General que deberá aplicar Colombia a las partes contratantes serán, salvo si se dispone lo contrario en el presente Protocolo, las que figuran en el texto anexo al Acta final de la Segunda reunión de la Comisión Preparatoria de la Conferencia de las Naciones Unidas sobre Comercio y Empleo, según se hayan rectificado, enmendado o modificado de otro modo por medio de los instrumentos que hayan entrado en vigor en la fecha en que Colombia pase a ser parte contratante.

b) En todos los casos en que el párrafo 6 del artículo V, el apartado d) del párrafo 4 del artículo VII y el apartado c) del párrafo 3 del artículo X del Acuerdo General se refieren a la fecha de este último, la aplicable en lo que concierne a Colombia será la del presente Protocolo.

Segunda Parte - Lista

3. Al entrar en vigor el presente Protocolo, la lista del anexo pasará a ser la Lista de Colombia anexa al Acuerdo General.

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4. a) En todos los casos en que el párrafo 1 del artículo II del Acuerdo General se refiere a la fecha de este Acuerdo, la aplicable, en lo que concierne a cada producto que sea objeto de una concesión comprendida en la lista anexa al presente Protocolo, será la de este último.

b) A los efectos de la referencia que se hace en el apartado a) del párrafo 6 del artículo II del Acuerdo General a la fecha de dicho Acuerdo, la aplicable en lo que concierne a la lista anexa al presente Protocolo será la de este último.

Tercera Parte - Disposiciones finales

5. El presente Protocolo se depositará en poder del Director General de las PARTES CONTRATANTES. Estará abierto a la firma de Colombia hasta el 31 de diciembre de 1980. También estará abierto a la de las partes contratantes y de la Comunidad Económica Europea.

6. El presente Protocolo entrará en vigor a los treinta días de haberlo firmado Colombia.

7. Colombia, cuando haya pasado a ser parte contratante del Acuerdo General de conformidad con el párrafo 1 del presente Protocolo, podrá adherirse a dicho Acuerdo, en las condiciones aplicables fijadas en el presente Protocolo, depositando un instrumento de adhesión en poder del Director General. La adhesión empezará a surtir efecto el día en que el Acuerdo General entre en vigor de conformidad con lo dispuesto en el artículo XXVI o a los treinta días de haberse depositado el instrumento de adhesión en caso de que esta fecha sea posterior. La adhesión al Acuerdo General de conformidad con el presente párrafo se considerará, a los efectos del párrafo 2 del artículo XXXII de dicho Acuerdo, como la aceptación de éste con arreglo al párrafo 4 de su artículo XXVI.

8. Colombia podrá renunciar a la aplicación provisional del Acuerdo General antes de adherirse a él de conformidad con lo dispuesto en el párrafo 7, y su renuncia empezará a surtir efecto a los sesenta días de haber recibido el Director General el oportuno aviso por escrito.

9. El Director General remitirá sin dilación copia autenticada del presente Protocolo, así como notificación de cada firma que en él se ponga de conformidad con el párrafo 5, a cada parte contratante, a la Comunidad Económica Europea, a Colombia y a cada gobierno que se haya adherido provisionalmente al Acuerdo General.

10. El presente Protocolo será registrado de conformidad con las disposiciones del artículo 102 de la Carta de las Naciones Unidas.

Hecho en Ginebra, el veintiocho de noviembre de mil novecientos setenta y nueve, en un solo ejemplar y en los idiomas español, francés e inglés, salvo indicación en contrario en lo que concierne a la Lista anexa, siendo cada uno de los textos igualmente auténtico.

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ANNEX

SCHEDULE LXXVI - COLOMBIA

This Schedule is Authentic only in Spanish and English

PART I

Most-Favoured-Nation Tariff

Nabandina heading No.	Description	Bound duty %
07.05.89.01	Dried peas	15
07.05.89.03	Lentils	15
08.06.00.01	Fresh apples	20
29.02.01.06	Chlorofluoromethanes	30
29.04.01.21	2-ethyl-hexanol alcohol	30
29.04.01.25	Nonyl alcohols (nonanols)	30
29.04.03.01	Ethylene glycol	30
29.06.01.01	Phenol	30
29.13.01.03	Isobutyl methyl ketone	30
29.14.02.43	Vinyl acetate monomer	30
29.15.05.02	Maleic anhydride	30
29.15.21.51	Dimethyl terephthalate	30
29.30.01.01	Toluene diisocyanide	30
38.19.02.01	Dodecylbenzene	30
39.02.05.01	Polyvinyl chloride, of the emulsion type	30
39.02.09.00	Polypropolene	30
40.02.02.01	Synthetic rubber (polybutadine styrene)	30
40.02.02.02	Synthetic rubber (polybutadine)	30
56.01.11.00	Acrylic fibres (discontinuous)	35
56.02.11.00	Discontinuous filament tow of acrylic fibres	35
82.03.04.00	Tinmen's snips	40
82.04.08.00	Special tools for cabinet makers	40
82.05.04.00	Drills, brace bits, etc.	40
82.05.89.01	Threading tools	45
84.19.02.00	Machinery for filling, capsuling or labelling bottles, boxes, bags	60
84.19.03.99	Packing or wrapping machinery, other than for packing cigarettes in cellophane wrappers	60
84.41.04.00	Industrial sewing-machine heads	75
84.45.07.01	Polishing, lapping and honing machines, including sharpening machines	70
84.49.01.01	Drilling machines of all kinds, pneumatic	70

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Nabandina heading No.	Description	Bound duty %
84.61.11.00	Spherical valves	45
85.01.06.99	Multi-phase electric motors of an output of more than 100 hp	65
85.01.11.04	Transformers of an output of more than 10,000 kVA	50
90.16.02.03	Linear measuring instruments	50
90.17.03.00	Veterinary instruments and appliances	40
ex 90.28.02.99	Manometers	55
91.01.02.00	Pocket watches	80

PART II

Preferential tariff

Nil.

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ANEXO

LISTA LXXVI - COLOMBIA

Esta lista es auténtica sólo en español e inglés

PARTE I

Tarifa de la nación más favorecida

Posición Nabandina	Descripción	Arancel consolidado %
07.05.89.01	Arvejas secas	15
07.05.89.03	Lentejas	15
08.06.00.01	Manzanas frescas	20
29.02.01.06	Clorofluorometanos	30
29.04.01.21	Alcohol 2 etil-hexanol	30
29.04.01.25	Alcoholes nonílicos	30
29.04.03.01	Etilenglicol	30
29.06.01.01	Fenol	30
29.13.01.03	Metil isobutil cetona	30
29.14.02.43	Acetato de vinilo monómero	30
29.15.05.02	Anhídrido maleico	30
29.15.21.51	Tereftalato de dimetilo	30
29.30.01.01	Toluen-diisocianato	30
38.19.02.01	Dodecilbenceno	30
39.02.05.01	Cloruro de polivinilo tipo emulsión	30
39.02.09.00	Polipropileno	30
40.02.02.01	Caucho sintético (polibutadieno estireno)	30
40.02.02.02	Caucho sintético (polibutadieno)	30
56.01.11.00	Fibras acrílicas discontinuas	35
56.02.11.00	Cables discontinuos de fibras acrílicas	35
82.03.04.00	Cizallas para metales	40
82.04.08.00	Herramientas para ebanistería	40
82.05.04.00	Brocas, barrenas, etc.	40
82.05.89.01	Utiles para roscar	45
84.19.02.00	Máquinas y aparatos para llenar, etiquetar o capsular botellas, cajas, sacos	60
84.19.03.99	Máquinas y aparatos para empacar, envasar, o embalar mercancías, excepto los de celofanar cigarrillos	60
84.41.04.00	Cabezas de máquinas de coser, industriales	75
84.45.07.01	Rectificadoras y afiladoras	70
84.49.01.01	Taladradores, perforadores, neumáticos	70
84.61.11.00	Válvulas esféricas	45
85.01.06.99	Motores polifásicos de más de 100 HP	65
85.01.11.04	Transformadores de más de 10.000 KV	50
90.16.02.03	Instrumentos de medida lineal	50

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Posición Nabandina	Descripción	Arancel consolidado %
90.17.03.00	Instrumentos y aparatos utilizados en veterinaria	40
ex 90.28.02.99	Manómetros	55
91.01.02.00	Relojes de bolsos	80

PARTE II

Tarifa preferencial

Nada

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For the Argentine Republic:	Pour la République Argentine:	Por la República Argentina:
For the Commonwealth of Australia:	Pour le Commonwealth d'Australie:	Por el Commonwealth de Australia:
For the Republic of Austria:	Pour la République d'Autriche:	Por la República de Austria:
For the People's Republic of Bangladesh:	Pour la République populaire de Bangladesh:	Por la República Popular de Bangladesh:
For Barbados:	Pour la Barbade:	Por Barbados:
For the Kingdom of Belgium:	Pour le Royaume de Belgique:	Por el Reino de Bélgica:

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For the People's Republic of Benin:	Pour la République populaire du Bénin:	Por la República Popular de Benin:
For the Federative Republic of Brazil:	Pour la République fédérative du Brésil:	Por la República Federativa del Brasil:
For the Socialist Republic of the Union of Burma:	Pour la République socialiste de l'Union birmane:	Por la República Socialista de la Unión Birmana:
For the Republic of Burundi:	Pour la République du Burundi:	Por la República de Burundi:
For the United Republic of Cameroon:	Pour la République-Unie du Cameroun:	Por la República Unida del Camerún:
For Canada:	Pour le Canada:	Por el Canadá:

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For the Central African Republic:	Pour la République centrafricaine:	Por la República Centroafricana:
For the Republic of Chad:	Pour la République du Tchad:	Por la República del Chad:
For the Republic of Chile:	Pour la République du Chili:	Por la República de Chile:
For the People's Republic of the Congo:	Pour la République populaire du Congo:	Por la República Popular del Congo:
For the Republic of Cuba:	Pour la République de Cuba:	Por la República de Cuba:
For the Republic of Cyprus:	Pour la République de Chypre:	Por la República de Chipre:

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For the Czechoslovak Socialist Republic:	Pour la République socialiste tchécoslovaque:	Por la República Socialista Checoslovaca:
For the Kingdom of Denmark:	Pour le Royaume du Danemark:	Por el Reino de Dinamarca:
For the Dominican Republic:	Pour la République Dominicaine:	Por la República Dominicana:
For the Arab Republic of Egypt:	Pour la République arabe d'Egypte:	Por la República Arabe de Egipto:
For the Republic of Finland:	Pour la République de Finlande:	Por la República de Finlandia:
For the French Republic:	Pour la République française:	Por la República Francesa:

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For the Gabonese Republic:	Pour la République gabonaise:	Por la República Gabonesa:
For the Republic of the Gambia:	Pour la République de Gambie:	Por la República de Gambia:
For the Federal Republic of Germany:	Pour la République fédérale d'Allemagne:	Por la República Federal de Alemania:
For the Republic of Ghana:	Pour la République du Ghana:	Por la República de Ghana:
For the Hellenic Republic:	Pour la République hellénique:	Por la República Helénica:
For the Republic of Guyana:	Pour la République de Guyane:	Por la República de Guyana:

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For the Republic of Haiti:	Pour la République d'Haïti:	Por la República de Haití:
For the Hungarian People's Republic:	Pour la République populaire hongroise:	Por la República Popular Húngara:
For the Republic of Iceland:	Pour la République d'Islande:	Por la República de Islandia:
For the Republic of India:	Pour la République de l'Inde:	Por la República de la India:
For the Republic of Indonesia:	Pour la République d'Indonésie:	Por la República de Indonesia:
For Ireland:	Pour l'Irlande:	Por Irlanda:

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For the State of Israel:	Pour l'Etat d'Israël:	Por el Estado de Israel:
For the Italian Republic:	Pour la République italienne:	Por la República Italiana:
For the Republic of the Ivory Coast:	Pour la République de Côte d'Ivoire:	Por la República de la Costa de Marfil:
For Jamaica:	Pour la Jamaïque:	Por Jamaica:
For Japan:	Pour le Japon:	Por el Japón:
For the Republic of Kenya:	Pour la République du Kenya:	Por la República de Kenya:

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For the Republic of Korea:

Pour la République de Corée:

Por la República de Corea:

For the State of Kuwait:

Pour l'Etat du Koweït:

Por el Estado de Kuwait:

For the Grand Duchy of Luxembourg:

Pour le Grand-Duché de Luxembourg:

Por el Gran Ducado de Luxemburgo:

For the Democratic Republic of Madagascar:

Pour la République démocratique de Madagascar:

Por la República Democrática de Madagascar:

For the Republic of Malawi:

Pour la République du Malawi:

Por la República de Malawi:

For Malaysia:

Pour la Malaisie:

Por Malasia:

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For the Republic of Malta:	Pour la République de Malte:	Por la República de Malta:
For the Islamic Republic of Mauritania:	Pour la République islamique de Mauritanie:	Por la República Islámica de Mauritania:
For Mauritius:	Pour Maurice:	Por Mauricio:
For the United Mexican States:	Pour les Etats-Unis du Mexique:	Por los Estados Unidos Mexicanos:
For the Kingdom of the Netherlands:	Pour le Royaume des Pays-Bas:	Por el Reino de los Países Bajos:
For New Zealand:	Pour la Nouvelle-Zélande:	Por Nueva Zelandia:

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For the Republic of Nicaragua:

Pour la République du Nicaragua:

Por la República de Nicaragua:

For the Republic of Niger:

Pour la République du Niger:

Por la República del Níger:

For the Federal Republic of Nigeria:

Pour la République fédérale du Nigéria:

Por la República Federal de Nigeria:

For the Kingdom of Norway:

Pour le Royaume de Norvège:

Por el Reino de Noruega:

For the Islamic Republic of Pakistan:

Pour la République islamique du Pakistan:

Por la República Islámica del Pakistán:

For the Republic of Peru:

Pour la République du Pérou:

Por la República del Perú:

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For the Republic of the Philippines:	Pour la République des Philippines:	Por la República de Filipinas:
For the Polish People's Republic:	Pour la République populaire de Pologne:	Por la República Popular Polaca:
For the Portuguese Republic:	Pour la République portugaise:	Por la República Portuguesa:
For Rhodesia:	Pour la Rhodésie:	Por Rhodesia:
For the Socialist Republic of Romania:	Pour la République socialiste de Roumanie:	Por la República Socialista de Rumania:
For the Rwandese Republic:	Pour la République rwandaise:	Por la República Rwandesa:

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For the Republic of Senegal:	Pour la République du Sénégal:	Por la República del Senegal:
For the Republic of Sierra Leone:	Pour la République de Sierra Leone:	Por la República de Sierra Leona:
For the Republic of Singapore:	Pour la République de Singapour:	Por la República de Singapur:
For the Republic of South Africa:	Pour la République sud-africaine:	Por la República de Sudáfrica:
For the Spanish State:	Pour l'Etat espagnol:	Por el Estado Español:
For the Democratic Socialist Republic of Sri Lanka:	Pour la République socialiste démocratique de Sri Lanka:	Por la República Socialista Democrática de Sri Lanka:

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For the Republic of Suriname:	Pour la République du Suriname:	Por la República de Suriname:
For the Kingdom of Sweden:	Pour le Royaume de Suède:	Por el Reino de Suecia:
For the Swiss Confederation:	Pour la Confédération Suisse:	Por la Confederación Suiza:
For the United Republic of Tanzania:	Pour la République-Unie de Tanzanie:	Por la República Unida de Tanzanía:
For the Togolese Republic:	Pour la République togolaise:	Por la República Togolesa:
For the Republic of Trinidad and Tobago:	Pour la République de Trinité-et-Tobago:	Por la República de Trinidad y Tabago:

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For the Republic of Turkey:

Pour la République turque:

Por la República de Turquía:

For the Republic of Uganda:

Pour la République de l'Ouganda:

Por la República de Uganda

For the United Kingdom of Great Britain and Northern Ireland:

Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:

Por el Reino Unido de Gran Bretaña e Irlanda del Norte:

For the United States of America:

Pour les Etats-Unis d'Amérique:

Por los Estados Unidos de América:

For the Republic of the Upper Volta:

Pour la République de Haute-Volta:

Por la República del Alto Volta:

For the Eastern Republic of Uruguay:

Pour la République orientale de l'Uruguay:

Por la República Oriental del Uruguay:

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For the Socialist Federal Republic of Yugoslavia:

Pour la République fédérative socialiste de Yougoslavie:

Por la República Federativa Socialista de Yugoslavia:

For the Republic of Zaire:

Pour la République du Zaïre:

Por la República del Zaire:

For the European Economic Community:

Pour la Communauté économique européenne:

Por la Comunidad Económica Europea:

For the Republic of Colombia:

Pour la République de Colombie:

Por la República de Colombia:

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I hereby certify that the foregoing text is a true copy of the Protocol for the Accession of Colombia to the General Agreement on Tariffs and Trade done at Geneva on 28 November 1979, the original of which is deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme du Protocole d'accession de la Colombie à l'Accord général sur les tarifs douaniers et le commerce, établi à Genève le 28 novembre 1979, dont le texte original est déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

Certifico que el texto que antecede es copia conforme de la Declaración acerca del Protocolo de adhesión de Colombia al Acuerdo General sobre Aranceles Aduaneros y Comercio, hecho en Ginebra el 28 de noviembre de 1979, de cuyo texto original es depositario el Director General de las PARTES CONTRATANTES del Acuerdo General sobre Aranceles Aduaneros y Comercio.

O. LONG

Director-General
Geneva

Directeur général
Genève

Director General
Ginebra

TIAS 10121

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URUGUAY

Aviation: Provision of Services

Memorandum of agreement signed at Washington and Montevideo March 19 and 20, 1981;
Entered into force March 20, 1981.

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MEMORANDUM OF AGREEMENT

BETWEEN

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

REPUBLIC OF URUGUAY
DIRECCION NACIONAL DE AVIACION CIVIL
E INFRAESTRUCTURA AERONAUTICA

WHEREAS, THE Government of the United States of America, represented by the Federal Aviation Administration of the Department of Transportation, hereinafter referred to as the FAA, is able to furnish services requested by the Republic of Uruguay represented by the Direccion Nacional de Aviación Civil e Infraestructura Aeronautica, hereinafter referred to as the DINACIA; and

WHEREAS, Section 305 of the Federal Aviation Act of 1958, as amended, directs the FAA to encourage and foster the development of civil aeronautics and air commerce in the United States and abroad and Section 5 of the International Aviation Facility Act of 1948, as amended,[1] authorizes the FAA to accept funds from any foreign government as payment for any facilities supplied or services performed for such government; and

[1] 72 Stat. 749; 49 U.S.C. § 1346.

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WHEREAS, Section 313(d) of the Federal Aviation Act, as amended, authorizes the training of foreign nationals in aeronautical and related subjects essential to the orderly and safe operation of civil aircraft;

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I - Purpose of the Agreement

This Memorandum of Agreement (MOA) sets forth the general terms and conditions under which FAA may provide technical assistance and services to the DINACIA for developing and modernizing the civil aviation infrastructure, facilities, aerodromes, airspace system and flight inspection for the Republic of Uruguay.

ARTICLE II - Description of Services

All services rendered and other assistance provided under this Agreement shall be specified in corresponding Annexes which when duly signed by the parties, will become part of this Agreement.

The parties agree that each Annex will contain a concise description of the tasks to be performed by FAA for the DINACIA, the man-power, material, and other resources required to accomplish these tasks, the estimated cost of the tasks, and implementation schedule. All activities undertaken by FAA will be subject to the availability of its personnel and resources and such a determination will be made by FAA prior to negotiating and consummating specific Annexes.

ARTICLE III - Status of FAA Personnel in Uruguay

A. The parties agree that FAA personnel assigned to this program will retain their legal status as citizens of the U.S. Government. The supervision and administration of FAA employees shall be in accordance with policies and procedures of the FAA. Such employees shall observe the standards of discipline and conduct which are expected of public service officials of the United States.

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B. FAA personnel will receive local support from the U.S. Embassy. Such Embassy support will be defined when appropriate, under a separate support agreement between FAA and the U.S. Embassy.

ARTICLE IV - Liability

The Direccion Nacional de Aviacion Civil e Infraestructura Aeronautica, on behalf of the Government of the Republic of Uruguay, agrees to defend any suit brought against the United States, the FAA, or any instrumentality or officer of the United States, arising out of work performed under this Agreement. The DINACIA, on behalf of the Government of Uruguay, agrees to defend any suit brought against the United States, the FAA, or any instrumentality or officer of the United States, arising out of work performed under this Agreement. The DINACIA, on behalf of the Government of Uruguay, further agrees to hold the United States, the FAA, or any instrumentality or officer of the United States harmless against any claim by the Government of Uruguay, or any agency thereof, or third persons for personal injury, death, or property damage arising out of work performed under this Agreement.

ARTICLE V - Financial Provisions

A. Except for local support provided by the DINACIA in accordance with the appropriate Annex, FAA shall arrange and pay all other necessary costs of providing the services under this Agreement in accordance with U.S. Government regulations and practices.

If for any reason the DINACIA is unable to fully provide the support specified in the appropriate Annex or if the support is not equivalent to that prescribed in pertinent U.S. regulations, the FAA may obtain or provide such additional support as necessary to accomplish its tasks. Such FAA costs for additional support to the DINACIA will be reimbursed in accordance with Article V B below.

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B. The DINACIA shall pay to FAA, in accordance with provisions set forth in Annexes made a part of this Agreement, the amount of such actual costs incurred by FAA, including all costs arising from termination of this agreement made by the DINACIA.

C. In each Annex, the DINACIA shall identify the office to which the FAA will render financial statements and consult on related financial matters.

D. Agreement Number NAT-I-1051 has been assigned by FAA to identify this project and should be referred to in all related correspondence. Each Annex to this Agreement will be assigned a capital letter, starting with A, and strictly following in alphabetical order; e.g. NAT-I-1051A, B, C, etc.

E. Payment for services shall be by check in United States dollars within thirty (30) days from receipt of FAA bills, made payable to the Federal Aviation Administration.

F. In accordance with U.S. regulations, the DINACIA is notified that late charges may be assessed at the rate of 3/4 of 1% (0.0075) on overdue undisputed payments for each late 30 day period or portion thereof.

ARTICLE VI - Amendments

Any changes in the services to be furnished under this Agreement, or any additional cost that may arise over the total amount stated in the Annex, shall be formalized by an appropriate written amendment to this Agreement, which shall outline the exact matter of the change.

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ARTICLE VII - Effective Date and Termination

This Agreement becomes effective upon the official notification by the DINACIA to FAA after signature of the duly authorized representatives of FAA and the DINACIA and shall remain in effect until such time as agreed upon by the FAA and the DINACIA and set forth in related Annexes. This Agreement or related Annexes may be terminated at any time by either party by 90 days notice in writing. Any such termination will allow FAA 120 days to close out that particular program and domestic support program operations and return FAA personnel to their regular FAA duty assignments. All FAA costs incurred as a result of termination of this Agreement or any of its Annexes made by the DINACIA will be reimbursed by the DINACIA to FAA.

The FAA and the DINACIA agree to the provisions of this Agreement as indicated by the signatures of their duly authorized officers.

THE REPUBLIC OF URUGUAY DIRECCION NACIONAL DE AVIACION CIVIL E INFRAESTRUCTURA AERONAUTICA	UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION
BY: [1]	BY: [2]
TITLE: DIRECTOR NACIONAL DE AV. CIVIL E INFRAESTRUC. AEP.	TITLE: Director of International Aviation (Acting)
DATE: 20 de Marzo de 1981.	DATE: MAR 1 9 1981

[1] Brig. Gen. Manuel E. Buadas.
[2] Norman H. Plummer.

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POLISH PEOPLE'S REPUBLIC

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Signed at Washington September 15, 1980 and March 20, 1981;
Entered into force March 20, 1981;
Effective January 1, 1981.

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The Secretary of State to the Polish Ambassador

DEPARTMENT OF STATE
WASHINGTON

September 15, 1980

Excellency:

I have the honor to refer to the Arrangement regarding International Trade in Textiles, with Annexes, done at Geneva on December 20, 1973 and extended by protocol adopted on December 14, 1977 [1] at Geneva (hereinafter referred to as the Arrangement).

I have also the honor to refer to recent discussions between representatives of the Government of the United States of America and the Government of the Polish People's Republic concerning exports to the United States of America of cotton, wool, and man-made fiber textiles and textile products manufactured in the Polish People's Republic. As a result of these discussions, and in conformity with Article 4 of the Arrangement, I have the honor to propose, on behalf of the Government of the United States of America, the following Agreement relating to trade in cotton, wool, and man-made fiber textiles and textile products between the United States of America and the Polish People's Republic.

His Excellency
Romuald Spasowski,
Ambassador of the Polish People's Republic

[1] TIAS 7840, 8939; 25 UST 1001; 29 UST 2287.

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1. The term of the Agreement shall be the four-year period from January 1, 1981 through December 31, 1984. Each "Agreement Year" shall be a calendar year.

2. The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing the Agreement.

(b) For purposes of this Agreement, categories 645, 646, and 443, 643, 644 are merged and treated as single categories 645/646 and 443/643/644, respectively.

3. Textiles and textile products covered by the Agreement shall be classified in four groups as follows:

Group I - Cotton, wool, and man-made fiber products other than apparel (Categories 300-320, 360-369, 400-429, 464-469, 600-627, 665-669).

Group II - Cotton and man-made fiber apparel other than suits (Categories 330-359, 630-642, 645-659).

Group III - Wool apparel, other than men's and boys' suits (Categories 431-442, 444-459).

Group IV - Men's and boys' suits of wool and all suits of man-made fiber (Category 443/643/644).

4. Commencing with the first Agreement Year, and during the subsequent term of the Agreement, the Government of the Polish People's Republic shall limit annual exports from Poland to the United States of America

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of cotton, wool, and man-made fiber textiles and textile products to the limits set out in Annex B, as such limits may be adjusted in accordance with paragraphs 5, 6, and 7. Exports are subject to limits or levels for the year in which exported. The limits set out in Annex B do not include any adjustments permitted under paragraphs 5, 6, and 7.

5. Within the Aggregate Limit, in any Agreement Year the Group Limit for Group II may be exceeded by 7 percent, the Group Limit for Group III may be exceeded by 3 percent, and the Group Limit for Group IV may be exceeded by 6 percent.

6. During any Agreement Year and within the applicable Aggregate and Group Limits for such Agreement Year as they may be adjusted pursuant to paragraphs 5 and 7, any category specific Limit (or Sub-Limit) set out in Annex B may be exceeded by not more than:

10 percent if included in Group I,
7 percent if included in Group II,
5 percent if included in Group III,
6 percent if included in Group IV.

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7. (a) In any Agreement Year, in addition to any adjustment pursuant to paragraphs 5 and 6, exports may exceed by a maximum of 11 percent any limit set out in Annex B by allocating to such limit for that Agreement Year an unused portion of the corresponding limit for the previous Agreement Year ("carryover") or a portion of the corresponding limit for the succeeding Agreement Year ("carryforward") subject to the following conditions:

(1) Carryover may be utilized as available up to 11 percent of the receiving Agreement Year's limits provided, however, that no carryover shall be available for application during the first Agreement Year;

(2) The combination of carryover and carryforward shall not exceed 11 percent of the receiving Agreement Year's applicable limit in any Agreement Year;

(3) Carryforward may be utilized up to 6 percent of the receiving Agreement Year's applicable limits and shall be charged against the immediately following Agreement Year's corresponding limits; no carryforward shall be available for application during the Fourth Agreement Year;

(4) Carryover of shortfall (as defined in sub-paragraph 7 (b)) shall not be applied to any limits until the Governments of the United States of America and the Polish People's Republic have agreed upon the amounts of shortfall involved.

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(b) For purposes of the Agreement, a shortfall occurs when exports of textiles or textile products from Poland to the United States of America during an Agreement Year are below any applicable Group and Category specific limit or sub-limit as set out in Annex B. The Agreement Year following the shortfall, such exports from Poland to the United States of America may be permitted to exceed the applicable limits, subject to conditions of sub-paragraph 7 (a), by carryover of shortfalls in the following manner:

(1) The carryover shall not exceed the amount of shortfall in any applicable limit;

(2) The shortfall shall be used in the category in which the shortfall occurred.

(c) The total adjustment permissible under this paragraph for the first Agreement Year shall be 6 percent consisting solely of carryforward.

8. Categories not given Specific Limits are subject to consultation levels and to the aggregate and applicable Group Limits. In the event the Government of the Polish People's Republic wishes to permit exports to the United States of America in any category in excess of the applicable consultation level during any Agreement Year, the Government of the Polish People's Republic shall request consultations with the Government of the United States of America on this question and the Government of the United

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States of America shall enter into such consultations. Until agreement on a different level of exports is reached, the Government of the Polish People's Republic shall limit exports to the United States of America in the category in question to the consultation level. For each Agreement Year, the minimum consultation level for each category not given a Specific Limit shall be 1,000,000 square yards equivalent for each cotton and man-made fiber non-apparel category, 700,000 square yards equivalent for each cotton and man-made fiber apparel category, and 100,000 square yards equivalent for each wool category. Annual consultation levels above these stated amounts are specified in Annex C hereto.

9. Shipments of textiles and apparel from Poland to the United States individually valued at $250.00 or less shall not be charged to the limits or consultation levels set out in this Agreement.

10. The Government of the Polish People's Republic shall use its best efforts to space exports from Poland to the United States within each category evenly throughout the Agreement Year, taking into consideration normal seasonal factors. Exports from Poland in excess of authorized levels for each Agreement Year will, if allowed entry into the United States, be charged to the applicable level for the succeeding Agreement Year.

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11. The Government of the United States of America shall promptly supply the Government of the Polish People's Republic with monthly data on imports of textiles from Poland, and the Government of the Polish People's Republic shall promptly supply the Government of the United States of America with quarterly data on exports of textiles to the United States. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

12. (A) Tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products (being products which derive their chief characteristics from their textile components) of cotton, wool, man-made fibers, or blends thereof, in which any or all of these fibers in combination represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product, are subject to the Agreement.

(B) For purposes of the Agreement, textiles and textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of either of these fibers.

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(C) Any product covered by sub-paragraph (A) but not in chief value of cotton, wool, or man-made fiber shall be classified as: (I) Cotton textiles if containing 50 percent or more by weight of cotton or if the cotton component exceeds by weight the wool and the man-made fiber components; (II) Wool textiles if not cotton and the wool equals or exceeds 17 percent by weight of all component fibers; and (III) Man-made fiber textiles if neither of the foregoing applies.

13. Fabric in chief weight rubber or plastic, presently classified in Category 369, TSUSA Number 359.1010, shall not be subject to the levels of the Agreement.

14. The Government of the United States of America and the Government of the Polish People's Republic agree to consult on any question arising in the implementation of the Agreement.

15. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

16. If the Government of the Polish People's Republic considers that, as a result of a limitation specified in this Agreement, Poland is being placed in an

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inequitable position vis-a-vis a third country, the Government of the Polish People's Republic may request consultation with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modification of the Agreement.

17. At the request of either Government, the two Governments will undertake a major review of this Agreement during the second half of the second Agreement Year.

18. For the duration of the Agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraints on the export from Poland of textiles covered by the Agreement.

19. The Government of the United States may assist the Government of the Polish People's Republic in implementing the limitation provisions of the Agreement by controlling its imports of the textiles covered by the Agreement.

20. Either Government may terminate the Agreement effective at the end of any Agreement Year by written notice to the other Government to be given at least 90 days prior to the end of such Agreement Year. Either Government may at any time propose revisions in the terms of the Agreement.

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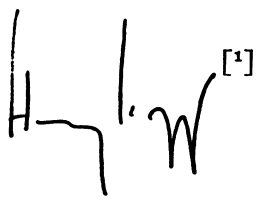
If the foregoing proposal is acceptable to the Government of the Polish People's Republic, this note and Your Excellency's note of confirmation on behalf of the Government of the Polish People's Republic shall constitute an Agreement between our two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:


[1]

[1] Harry Kopp.

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ANNEX A

Category	Description	Conversion Factor	Unit of Measure
YARN			
--Cotton			
300	Carded	4.6	Lb.
301	Combed	4.6	Lb.
--Wool			
400	Tops and Yarns	2.0	Lb.
--Man-made Fiber			
600	Textured	3.5	Lb.
601	Cont. cellulosic	5.2	Lb.
602	Cont. noncellulosic	11.6	Lb.
603	Spun cellulosic	3.4	Lb.
604	Spun noncellulosic	4.1	Lb.
605	Other yarns	3.5	Lb.
FABRIC			
--Cotton			
310	Ginghams	1.0	SYD
311	Velveteens	1.0	SYD
312	Corduroy	1.0	SYD
313	Sheeting	1.0	SYD
314	Broadcloth	1.0	SYD
315	Printcloths	1.0	SYD
316	Shirtings	1.0	SYD
317	Twills and Sateens	1.0	SYD
318	Yarn-dyed	1.0	SYD
319	Duck	1.0	SYD
320	Other Fabrics, n.k.	1.0	SYD

M and B = Men's and Boys'
W, G, and I = Women's, Girls', and Infants
n.k = not Knit

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ANNEX A

Category	Description	Conversion Factor	Unit Measu
--Wool			
410	Woolen and worsted	1.0	SYD
411	Tapestries and upholstery	1.0	SYD
425	Knit	2.0	Lb.
429	Other Fabrics	1.0	SYD
--Man-Made fiber			
610	Cont. cellulosic, n.k.	1.0	SYD
611	Spun cellulosic, n.k.	1.0	SYD
612	Cont. noncellulosic, n.k.	1.0	SYD
613	Spun Noncellulosic, n.k.	1.0	SYD
614	Other fabrics, n.k.	1.0	SYD
625	Knit	7.8	Lb.
626	Pile and tufted	1.0	SYD
627	Specialty	7.8	Lb.
APPAREL			
--Cotton			
330	Handkerchiefs	1.7	Dz.
331	Gloves	3.5	DPR
332	Hosiery	4.6	DPR
333	Suit-type coats, M and B	36.2	Dz.
334	Other coats, M and B	41.3	Dz.
335	Coats, W, G and I	41.3	Dz.
336	Dresses (incl. uniforms)	45.3	Dz.

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ANNEX A

Category	Description	Conversion Factor	Unit of Measure
337	Playsuits, Sunsuits, Washsuits, Creepers	25.0	Dz.
338	Knit shirts, (inc. T-shirts, other and sweatshirts) M and B	7.2	Dz.
339	Knit shirts and blouses incl. T-Shirts, other sweatshirts) W, G and I	7.2	Dz.
340	Shirts, n.k.	24.0	Dz.
341	Blouses, n.k.	14.5	Dz.
342	Skirts	17.8	Dz.
345	Sweaters	36.8	Dz.
347	Trousers, slacks, and shorts (outer) M and B	17.8	Dz.
348	Trousers, slacks and shorts (outer) W, G and I	17.8	Dz.
349	Brassieres, etc.	4.8	Dz.
350	Dressing gowns, incl. bathrobes, and beach house coats, and dusters	51.0	Dz.
351	Pajamas and other nightwear	52.0	Dz.
352	Underwear (incl. union suits)	11.0	Dz.
359	Other apparel	4.6	Lbs.
--Wool			
431	Gloves	2.1	DPR
432	Hosiery	2.8	DPR

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ANNEX A

Category	Description	Conversion Factor	Unit of Measure
--Wool (Cont.)			
433	Suit-type coats, M and B	36.0	Dz.
434	Other Coats, M and B	54.0	Dz.
435	Coats, W, G and I	54.0	Dz.
436	Dresses	49.2	Dz.
438	Knit Shirts and Blouses.	15.0	Dz.
440	Shirts and Blouses, n.k.	24.0	Dz.
442	Skirts	18.0	Dz.
443	Suits, M and B	54.0	Dz.
444	Suits, W, G and I	54.0	Dz.
445	Sweaters, M and B	14.88	Dz.
446	Sweaters, W, G and I	14.88	Dz.
447	Trousers, slacks and shorts (outer) M and B	18.0	Dz.
448	Trousers, slacks and shorts (outer) W, G and I	18.0	Dz.
459	Other Wool Apparel	2.0	Lb.
--Man-made Fiber			
630	Handkerchiefs	1.7	Dz.
631	Gloves	3.5	DPR.
632	Hosiery	4.6	DPR.

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ANNEX A

Category	Description	Conversion Factor	Unit of Measure
-Man-made Fiber (Cont.)			
633	Suit-type Coats, M and B	36.2	Dz.
634	Other Coats, M and B	41.3	Dz.
635	Coats, W, G and I	41.3	Dz.
636	Dresses	45.3	Dz.
637	Playsuits, Sunsuits, Washsuits, etc.	21.3	Dz.
638	Knit Shirts, (Incl. T-shirts), M and B	18.0	Dz.
639	Knit Shirts and slouses (Incl. T-shirts), W, G and I	15.0	Dz.
640	Shirts, n.k.	24.0	Dz.
641	Blouses, n.k.	14.5	Dz.
642	Skirts	17.8	Dz.
643	Suits, M and B	54.0	Dz.
644	Suits, W, G and I	54.0	Dz.
645	Sweaters, M and B	36.8	Dz.
646	Sweaters, W, G and I	36.8	Dz.
647	Trousers, slacks, and shorts (outer), M and B	17.8	Dz.
648	Trousers, slacks and shorts (outer), W, G and I	17.8	Dz.
649	Brassieres, etc.	4.8	Dz

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ANNEX A

Category	Description	Conversion Factor	Unit Measu
--Man-made Fiber (Cont.)			
650	Dressing gowns, incl. bath and beach robes	51.0	Dz.
651	Pajamas and other night-wear	52.0	Dz.
652	Underwear	16.0	Dz.
659	Other Apparel	7.8	Lb.
MADE-UPS AND MISC.			
--Cotton			
360	Pillowcases	1.1	No.
361	Sheets	6.2	No.
362	Bedspreads and Quilts	6.2	No.
363	Terry and other pile towels	0.5	No.
369	Other Cotton manufactures	4.6	Lb.
--Wool			
464	Blankets and auto robes	1.3	Lb.
465	Floor Covering	0.1	SFT.
469	Other Wool manufactures	2.0	Lb.
--Man-made Fiber			
665	Floor Coverings	0.1	SFT.
666	Other Furnishings	7.8	Lb.
669	Other man-made manufactures	7.8	Lb.

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ANNEX B

SPECIFIC LIMITS

	AGREEMENT YEAR (Square Yards Equivalent)			
	1981	1982	1983	1984
Aggregate	53,753,759	57,247,753	60,968,857	64,931,833
Category 410	2,200,000	2,222,000	2,244,220	2,266,662
Group II	41,685,560	44,186,694	46,837,895	49,648,169
Category				
333	2,678,800	2,839,528	3,009,900	3,190,494
334	7,497,089	7,946,914	8,423,729	8,929,152
335	1,476,860	1,565,471	1,659,400	1,758,964
338	4,000,000	4,240,000	4,494,400	4,764,064
(TSUSA 380.0652)	(1,600,000)	(1,696,000)	(1,797,760)	(1,905,626)
339	1,643,602	1,742,218	1,846,751	1,957,556
634	5,002,267	5,302,403	5,620,547	5,957,780
(knit)	(3,710,000)	(3,932,600)	(4,168,556)	(4,418,669)
(not knit)	(1,590,000)	(1,685,400)	(1,786,524)	(1,893,715)
635	2,620,235	2,777,449	2,944,096	3,120,742
(not knit)	(1,191,016)	(1,262,477)	(1,338,226)	(1,418,519)
638	3,496,726	3,601,628	3,709,677	3,820,967
639	2,185,454	2,251,018	2,318,548	2,388,105
645/646	3,342,036	3,542,558	3,755,112	3,980,418
647	2,143,829	2,272,459	2,408,806	2,553,334
(not knit)	(833,711)	(883,734)	(936,758)	(992,963)
648	1,191,016	1,262,477	1,338,226	1,418,519
(not knit)	(476,406)	(504,991)	(535,290)	(567,408)
659	1,191,016	1,262,477	1,338,226	1,418,519

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ANNEX B (Continued)

SPECIFIC LIMITS

AGREEMENT YEAR

(Square Yards Equivalent)

	1981	1982	1983	1984
Group III	2,215,147	2,237,299	2,259,672	2,282,268
Category				
433	257,575	260,151	262,753	265,380
435	309,090	312,181	315,303	318,456
440	175,000	176,750	178,518	180,303
444	257,575	260,151	262,753	265,380
445	206,060	208,121	210,202	212,304
446	180,303	182,106	183,928	185,767
447	206,060	208,121	210,202	212,304
459	206,060	208,121	210,202	212,304
Group IV				
443/643/644	802,000	810,020	818,120	826,301
Sub-limit				
(443/643/644 except leisure suits)	(702,000)	(709,020)	(716,110)	(723,271)

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ANNEX C

DESIGNATED CONSULTATION LEVELS

(SQUARE YARDS EQUIVALENT)

CATEGORY	CONSULTATION LEVEL
363	1,500,000
612	2,000,000
614	1,200,000
340	1,500,000
347	1,174,800
359	1,518,000
(334 - part, other than zippered sweatshirts currently in TSUSA 380.0611)	(700,000)
434	200,000

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The Polish Ambassador to the Secretary of State

EMBASSY
OF THE POLISH PEOPLE'S REPUBLIC
WASHINGTON, D. C.

Washington, March 20, 1981

Dear Mr. Secretary,

I have the honor to acknowledge receipt of Your Note dated September 15, 1980 which reads as follows:

"I have the honor to refer to the Arrangement regarding International Trade in Textiles, with Annexes, done at Geneva on December 20, 1973 and extended by protocol adopted on December 14, 1977 at Geneva (hereinafter referred to as the Arrangement).

I have also the honor to refer to recent discussions between representatives of the Government of the United States of America and the Government of the Polish People's Republic concerning exports to the United States of America of cotton, wool, and man-made fiber textiles and textile products manufactured in the Polish People's Republic. As a result of these discussions, and in conformity with Article 4 of the Arrangement, I have the honor to propose, on behalf of the Government of the United States of America, the following Agreement relating to trade in cotton, wool, and man-made fiber textile and textile products between the United States of America and the Polish People's Republic.

The Honorable
Alexander M. HAIG, Jr.
Secretary of State
Washington D.C.

TIAS 10123

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1. The term of the Agreement shall be the four-year period from January 1, 1981 through December 31, 1984. Each "Agreement Year" shall be a calendar year.

2. The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing the Agreement.

/b/ For purposes of this Agreement, categories 645, 646, and 443, 643, 644 are merged and treated as single categories 645/646 and 443/643/644, respectively.

3. Textiles and textile products covered by the Agreement shall be classified in four groups as follows:

Group I - Cotton, wool, and man-made fiber products other than apparel /Categories 300-320, 360-369, 400-429, 464-469, 600-627, 665-669/.

Group II - Cotton and man-made fiber apparel other than suits /Categories 330-359, 630-642, 645-659/.

Group III - Wool apparel, other than men's and boys' suits /Categories 431-442, 444-459/.

Group IV - Men's and boys' suits of wool and all suits of man-made fiber /Category 443/643/644/.

4. Commencing with the first Agreement Year, and during the subsequent term of the Agreement, the Government of the Polish People's Republic shall limit annual exports from Poland to the United States of America

[1] For text of annexes, see pp. 1478-1486.

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of cotton, wool, and man-made fiber textiles and textile products to the limits set out in Annex B, as such limits may be adjusted in accordance with paragraphs 5, 6, and 7. Exports are subject to limits or levels for the year in which exported. The limits set out in Annex B do not include any adjustments permitted under paragraphs 5, 6, and 7.

5. Within the Aggregate Limit, in any Agreement Year the Group Limit for Group II may be exceeded by 7 percent, the Group Limit for Group III may be exceeded by 3 percent, and the Group Limit for Group IV may be exceeded by 6 percent.

6. During any Agreement Year and within the applicable Aggregate and Group Limits for such Agreement Year as they may be adjusted pursuant to paragraphs 5 and 7, any category specific Limit /or Sub-Limit/ set out in Annex B may be exceeded by not more than:

10 percent if included in Group I,
7 percent if included in Group II,
5 percent if included in Group III,
6 percent if included in Group IV.

7. /a/ In any Agreement Year, in addition to any adjustment pursuant to paragraphs 5 and 6, exports may exceed by a maximum of 11 percent any limit set out in Annex B by allocating to such limit for that Agreement Year an unused portion of the corresponding limit for

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the previous Agreement Year /"carryover"/ or a portion of the corresponding limit for the succeeding Agreement Year /"carryforward"/ subject to the following conditions:

/1/ Carryover may be utilized as available up to 11 percent of the receiving Agreement Year's limits provided, however, that no carryover shall be available for application during the first Agreement Year;

/2/ The combination of carryover and carryforward shall not exceed 11 percent of the receiving Agreement Year's applicable limit in any Agreement Year;

/3/ Carryforward may be utilized up to 6 percent of the receiving Agreement Year's applicable limits and shall be charged against the immediately following Agreement Year's corresponding limits; no carryforward shall be available for application during the Fourth Agreement Year;

/4/ Carryover of shortfall /as defined in sub-paragraph 7 /b/ shall not be applied to any limits until the Governments of the United States of America and the Polish People's Republic have agreed upon the amounts of shortfall involved.

/b/ For purposes of the Agreement, a shortfall occurs when exports of textiles or textile products from Poland to the United States of America during an Agreement Year are below any applicable Group and Category specific limit or sub-limit as set out in Annex B. The Agreement Year following the shortfall, such exports from Poland to the United States of America may be permitted

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to exceed the applicable limits, subject to conditions of sub-paragraph 7 /a/, by carryover of shortfalls in the following manner:

/1/ The carryover shall not exceed the amount of shortfall in any applicable limit;

/2/ The shortfall shall be used in the category in which the shortfall occurred.

/c/ The total adjustment permissible under this paragraph for the first Agreement Year shall be 6 percent consisting solely of carryforward.

b. Categories not given Specific Limits are subject to consultation levels and to the aggregate and applicable Group Limits. In the event the Government of the Polish People's Republic wishes to permit exports to the United States of America in any category in excess of the applicable consultation level during any Agreement Year, the Government of the Polish People's Republic shall request consultations with the Government of the United States of America on this question and the Government of the United States of America shall enter into such consultations. Until agreement on a defferent level of exports is reached, the Government of the Polish People's Republic shall limit exports to the United States of America in the category in question to the consultation level. For each Agreement Year, the minimum consultation level for each category not given a Specific Limit shall be 1,000,000 square yards equivalent for each cotton and

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man-made fiber non-apparel category, 700,000 square yards equivalent for each cotton and man-made fiber apparel category. and 100,000 square yards equivalent for each wool category. Annual consultation levels above these stated amounts are specified in Annex C hereto.

9. Shipments of textiles and apparel from Poland to the United States individually valued at $ 250.00 or less shall not be charged to the limits or consultation levels set out in this Agreement.

10. The Government of the Polish People's Republic shall use its best efforts to space exports from Poland to the United States within each category evenly throughout the Agreement Year, taking into consideration normal seasonal factors. Exports from Poland in excess of authorized levels for each Agreement Year will, if allowed entry into the United States, be charged to the applicable level for the succeeding Agreement Year.

11. The Government of the United States of America shall promptly supply the Government of the Polish People's Republic with monthly data on imports of textiles from Poland, and the Government of the Polish People's Republic shall promptly supply the Government of the United States of America with quarterly data on exports of textiles to the United States. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

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12. (A) Tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products /being products which derive their chief characteristics from their textile components/ of cotton, wool, man-made fibers, or blends thereof, in which any or all of these fibers in combination represent either the chief value of the fibers or 50 percent or more by weight /or 17 percent or more by weight of wool/ of the product, are subject to the Agreement.

(B) For purposes of the Agreement, textiles and textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of either of these fibers.

(C) Any product covered by sub-paragraph (A) but not in chief value of cotton, wool, or man-made fiber shall be classified as: (I) Cotton textiles if containing 50 percent or more by weight of cotton or if the cotton component exceeds by weight the wool and the man-made fiber components; (II) Wool textiles if not cotton and the wool equals or exceeds 17 percent by weight of all component fibers; and (III) Man-made fiber textiles if neither of the foregoing applies.

13. Fabric in chief weight rubber or plastic, presently classified in Category 369, TSUSA Number 359.1010, shall not be subject to the levels of the Agreement.

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14. The Government of the United States of America and the Government of the Polish People's Republic agree to consult on any question arising in the implementation of the Agreement.

15. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

16. If the Government of the Polish People's Republic considers that, as a result of a limitation specified in this Agreement, Poland is being placed in an inequitable position vis-a-vis a third country, the Government of the Polish People's Republic may request consultation with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modification of the Agreement.

17. At the request of either Government, the two Governments will undertake a major review of this Agreement during the second half of the second Agreement Year.

18. For the duration of the Agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraints on the export from Poland of textiles covered by the Agreement.

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19. The Government of the United States may assist the Government of the Polish People's Republic in implementing the limitation provisions of the Agreement by controlling its imports of the textiles covered by the Agreement.

20. Either Government may terminate the Agreement effective at the end of any Agreement Year by written notice to the other Government to be given at least 90 days prior to the end of such Agreement Year. Either Government may at any time propose revisions in the terms of the Agreement.

If the foregoing proposal is acceptable to the Government of the Polish People's Republic, this note and Your note of confirmation on behalf of the Government of the Polish People's Republic shall constitute an Agreement between our two Governments."

I have the honor to inform that the Government of the Polish People's Republic accepts the above mentioned proposal and agrees that Your note and this reply shall constitute an Agreement between our two Governments.

Please accept, Mr. Secretary, the renewed assurances of my highest consideration.

Romuald Spasowski
Ambassador

TIAS 10123

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JAMAICA

Agricultural Commodities

Agreement signed at Kingston February 6, 1981;
Entered into force February 6, 1981.
And amending agreement
Effected by exchange of notes
Dated at Kingston August 5, 1981;
Entered into force August 5, 1981.

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AGREEMENT BETWEEN THE GOVERNMENT OF
THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF JAMAICA
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Jamaica agree to the sale of agricultural commodities specified below. This agreement shall consist of the Preamble and Parts I and III of the agreement signed August 8, 1977,[1] together with the following Part II:

PART II - PARTICULAR PROVISIONS

Item I - Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (US$ Millions)
Wheat/Wheat Flour (Wheat Basis)	1981	44,000	$ 8.4
Corn	1981	26,000	4.3
Soybean/Cottonseed Oil	1981	2,000	1.4
Blended/Fortified Foods	1981	3,000	0.9
		TOTAL	15.0

Item II - Payment Terms: Convertible Local Currency Credit:

A. Initial Payment - None.
B. Currency Use Payment - None.
C. Number of Installment Payments - Fifteen (15).
D. Amount of Each Installment Payment - Approximately equal annual amounts.
E. Due date of First Installment Payment - Six (6) years after the date of the last delivery of commodities in each calendar year.
F. Initial Interest Rate - Two (2) percent.
G. Continuing Interest Rate - Three (3) percent.

Item III -Usual Marketing Table:

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Wheat/Wheat Flour (Wheat Basis)	1981	137,000
Feed Grains	1981	100,000
Edible Vegetable Oil and/or Oil Bearing Seeds (oil equivalent basis)	1981	14,100 of which at least 10,100 shall be imported from the United States
Blended/Fortified Foods	1981	None

Item IV - Export Limitations:

A. Export Limitation Period:

The export limitation period shall be United States Fiscal Year 1981, or any subsequent United States Fiscal Year during which commodities financed under this agreement are being imported or utilized.

[1] TIAS 8824; 29 UST 373.

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B. Commodities to which Export Limitations Apply:

For the purposes of Part I, Article III A (4) of this agreement, the commodities which may not be exported are: for wheat/wheat flour - wheat, wheat flour, rolled wheat, semolina, farina, and bulgur (or the same products under a different name); for corn - corn, cornmeal, barley, grain sorghum, rye, oats, and any other feedgrains including mixed feeds containing predominantly such grains; for soybean/cottonseed oil - all edible vegetable oils including peanut oil, soybean oil, cottonseed oil, rapeseed oil, sunflower oil, sesame oil, and any other edible vegetable oil or oil bearing seeds from which these oils are produced; and for blended/fortified foods - blended/fortified foods.

Item V - Self-Help Measures:

A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Jamaica agrees to programs in the following areas:

1. Support efforts of the Ministry of Agriculture to improve its agricultural planning capacity in order to improve the formulation of agricultural policy and the design and evaluation of agricultural projects. As part of this effort, the Government of Jamaica will undertake steps to improve training opportunities for officials in the Ministry of Agriculture in appropriate managerial, administrative, and technical skills.

2. Continue the efforts of the Ministry of Agriculture directed at helping to make Jamaica more self-sufficient in food crops by intensifying local cultivation of food. As part of this effort, the Government of Jamaica will: A) expand and improve its agricultural extension service and upgrade the training of extension agents at the Jamaica School of Agriculture and related institutions, B) study the need for, and benefits of, a network of agricultural research stations and the steps and resources required to establish such a network, and C) strengthen its ability to coordinate presently existing agricultural research, education, and extension efforts directed at the small-scale farmers.

3. Continue to support soil conservation and erosion control measures and the development of farming plans to maximize the agricultural productivity of small-scale farmers.

4. Provide personnel and financial support to the efforts and programs of the Ministry of Agriculture to increase the effectiveness and efficiency of the agricultural marketing system.

5. Provide adequate personnel and financial support for the development and expansion of inland fish production throughout the country.

6. Provide adequate financial support for rural primary schools to continue the development and implementation of a curriculum with an agricultural focus and to train teachers through in-service training to implement the revised curriculum.

7. Develop within the Government of Jamaica, in conjunction with the Ministry of Health, a comprehensive and integrated population and development policy.

8. Strengthen the ability of the Ministry of Health's National Family Planning Board to carry out national family planning and

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population programs designed to reduce high rates of adolescent fertility.

9. Provide financial support and personnel to an analysis and evaluation of the nutritional impact and management efficiency of the supplementary feeding program.

10. Allocate foreign exchange and import licences for the purchase of spare parts, equipment, fertilizer and other agricultural inputs. The spare parts and equipment are to be made available to agricultural processing industries, especially those plants and facilities that purchase agricultural products from small farmers for processing.

Item VI - Economic Development Purposes for which Proceeds Accruing to the Importing Country are to be Used:

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for the following development sector: Agriculture, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

Item VII -Other Provisions:

A. The Government of the exporting country agrees to waive repayment of up to that part of the product value which is attributed to the costs of processing, enrichment, or fortification of the blended or fortified foods to be financed under this agreement. The cost to the Government of the importing country for such commodities shall be the value of the quantity of the basic whole grain on which such commodities are based, determined by the Government of the exporting country as of the date of sale of blended or fortified foods.

B. The Government of the importing country assures the Government of the exporting country that benefits accruing by virtue of this waiver will be passed on to the individual recipients of such foods by means of free distribution through schools and maternal/child health centers.

C. Not later than one year after the close of the supply period for blended/fortified foods provided under this agreement, the Government of the importing country will furnish the Government of the exporting country a report describing the purposes for which such commodities were used, the locations in which they were used, and the average daily number of recipients benefitting from the distribution of those commodities.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Kingston, Jamaica, in duplicate, this 6th day of February, 1981.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

BY: Roy T. Haverkamp
Title: Charge d'Affaires

FOR THE GOVERNMENT OF JAMAICA

BY: Edward G. Seaga
Title: Minister of Finance

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[AMENDING AGREEMENT]

The American Ambassador to the Jamaican Minister of Foreign Affairs

KINGSTON, JAMAICA
No. 207 *August 5, 1981*

EXCELLENCY,

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two governments on February 6, 1981, and to propose that Part II, Particular Provisions of that Agreement be amended as follows:

1. In Item I, Commodity Table, make the following changes:
   A. On line entitled "Wheat/Wheat Flour (Wheat Basis)", under appropriate column headings change "44,000 – DOLS 8.4" to "45,300 – DOLS 8.7".
   B. On line entitled "Soybean/Cottonseed Oil", under appropriate column headings change "2,000 – DOLS 1.4" to "3,400 – DOLS 2.3".
   C. Under appropriate column headings, insert new line as follows:
   "Rice – 1981 – 2,000 – DOLS 0.9".
   D. On line entitled "Total", and under column headed "Maximum Export Market Value (Millions)", delete "DOLS 15.0", and insert "DOLS 17.1".
2. In Item III, Usual Marketing Table, under appropriate column headings, insert new line as follows: "Rice – 1981 – 47,000 metric tons".
3. In Item IV, Export Limitations, in paragraph B, Commodities to which Export Limitations Apply, following the words "oil bearing seeds, from which these oils are produced;" delete the word "and". At the end of the paragraph, following the word "blended/fortified foods.", change the period to a semicolon and add the following: "and for rice-rice, in the form of paddy, brown, or milled."

All other terms and conditions of the February 6, 1981, Agreement remain the same. If the foregoing is acceptable to your government, I propose that this note, together with your reply thereto, constitute an agreement between our two governments, effective the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

TIAS 10124

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THE EMBASSY OF THE UNITED STATES OF AMERICA
KINGSTON, *August 5, 1981*

L E L

[SEAL]

The Rt. Honorable
HUGH LAWSON SHEARER
Minister of Foreign Affairs
Government of Jamaica
Kingston, Jamaica

The Jamaican Deputy Prime Minister to the American Ambassador

JAMAICAN FOREIGN SERVICE

5th August, 1981.

EXCELLENCY,

I have the honour to refer to your Note No. 207 of 5th August, 1981 which reads as follows:

"I have the honour to refer to the Agricultural Commodities Agreement signed by representatives of our two governments on February 6, 1981, and to propose that Part II, Particular Provisions of that Agreement be amended as follows:

1. In Item 1, Commodity Table, make the following changes:
   A. On line entitled "Wheat/Wheat Flour (Wheat Basis)", under appropriate column headings change "44,000 – DOLS 8.4" to "45,300 – DOLS 8.7."
   B. On line entitled "soybean/Cottonseed Oil," under appropriate column headings change "2,000 – DOLS 1.4" to "3,400 – DOLS 2.3."
   C. Under appropriate column headings, insert new line as follows:
   "Rice – 1981 – 2,000 – DOLS 0.9."
   D. On line entitled "Total," and under column headed "Maximum Export Market Value (Millions)," delete "DOLS 15.0," and insert "DOLS 17.1."
2. In Item III, Usual Marketing Table, under appropriate column headings, insert new line as follows:
   "Rice – 1981 – 47,000 metric tons."
3. In Item IV, Export Limitations, in paragraph B, Commodities to which Export Limitations Apply, following the words "oil bearing seeds, from which these oils are produced;" delete the word "and." At the end of the paragraph, following the word

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"blended/fortified foods.", change the period to a semicolon and add the following: "and for rice-rice, in the form of paddy, brown, or milled."

All other terms and conditions of the February 6, 1981 Agreement remain the same. If the foregoing is acceptable to your government, I propose that this note, together with your reply thereto, constitute an agreement between our two governments, effective the date of your note in reply."

I have the honour to inform you that the Government of Jamaica accepts the proposals outlined and agrees that your Note and this reply constitute an agreement between our two governments.

Please accept, Excellency, the assurances of my highest consideration.

H L SHEARER

H. L. Shearer
Deputy Prime Minister and
Minister of Foreign Affairs

His Excellency LOREN LAWRENCE,
Embassy of the United States of America,
Kingston.

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SIERRA LEONE

Agricultural Commodities

Agreement signed at Freetown March 25, 1981;
Entered into force March 25, 1981.
With memorandum of negotiations.
And amending agreement
Effected by exchange of notes
Signed at Freetown August 17 and 18, 1981;
Entered into force August 18, 1981.

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AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE
FOR THE SALE OF AGRICULTURAL COMMODITIES
UNDER
PUBLIC LAW 480 TITLE I[1] PROGRAM

The Government of the United States of America and the Government of the Republic of Sierra Leone have agreed to the sale of agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III of the August 31, 1978 Agreement[2] together with the following Part II:

PART II. PARTICULAR PROVISIONS:

ITEM I. COMMODITY TABLE:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Million Dols)
Rice	1981	2,600	1·300
Total			1·300

ITEM II. PAYMENT TERMS: CONVERTIBLE LOCAL CURRENCY CREDIT (40 Years)

1. Initial Payment - None
2. Currency Use Payment - Five (5) percent for Section 104(a) purposes.
3. Number of installment payments - thirty-one (31).
4. Amount of each installment payment - approximately equal annual installments.
5. Due date of first installment payment - ten (10) years from date of last delivery of commodities in each calendar year.
6. Initial interest rate - two (2) percent.
7. Continuing interest rate - three (3) percent.

ITEM III. USUAL MARKETING TABLE:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Rice	1981	16,000

ITEM IV. EXPORT LIMITATIONS:

A. The export limitation period shall be U.S. Fiscal Year 1981 or any subsequent U.S. Fiscal Year during which commodities financed under this agreement are being imported or utilized.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9210; 30 UST 672.

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B. For the purpose of Part I, Article III (A) (4) of the Agreement, the commodities which may not be exported are: for rice--rice in the form of paddy, brown or milled.

ITEM V. SELF HELP MEASURES:

A. The Government of Sierra Leone agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The GOSL agrees to undertake the following and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Accelerate and expand food crop adaptive research and replicable delivery systems, by increased support to the National Agricultural Research Center and Njala University College for the development of new food crop varieties responsive to local conditions, by establishment and adequate support of a National Food Crops Adaptive Research and Extension Institute, by implementation of supervised on-farm adaptive food crops research and extension trials among small farmers, and by distribution and supervision of food crop mini-kits, which are properly synthesized (being technically sound, economically feasible and socially compatible) for direct small farmer use and benefit;

2. Accelerate the production and distribution of technology-related inputs such as improved food crop seed to small farmers, by establishment and support of the seed multiplication project and rice development program on a national basis providing assistance to small farmers in securing and utilizing improved seeds;

3. Strengthen the extension service within the Ministry of Agriculture and Forestry to speed diffusion of new agricultural technology to small farmers, by implementation and adequate support of a national training program for farmer-level extension technicians;

4. Study the need to support and expand the capability of the Ministry of Agriculture and Forestry to collect agricultural statistics in order to improve the quality of sectoral planning and evaluation;

5. Expand agricultural policy research in order to shed additional light on such structural issues as farm input and commodity pricing, marketing systems and food grain stabilization;

6. Improve agricultural marketing systems through expansion and maintenance of rural feeder roads;

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7. In cooperation with appropriate national/international organizations and the Government of the United States of America, namely the United States Department of Agriculture/United States Agency for International Development conduct an official review of the current supply/distribution and trade data in the agricultural sector to determine completeness and validity for its utilization for economic development and related research analysis and projection and for Public Law 480-type programming. Particular emphasis will be given to updating supply/demand and trade data required for commodities proposed for PL 480 programming.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement and for the following development sector: (agriculture and rural development), in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose have signed the present agreement.

DONE at Freetown, in triplicate the 25th day of March, 1981,

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Theresa A. Healy
Ambassador
Embassy of the
United States of America

FOR THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE

Sama S. Banya
Minister of Finance, Development
and Economic Planning of the
Republic of Sierra Leone

TIAS 10125

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MEMORANDUM OF NEGOTIATIONS

The following issues were discussed and agreed upon during negotiations leading to the FY 1981 Agreement between the Government of Sierra Leone and the Government of the United States for Sale of Agricultural Commodities under the PL 480 Title I Program. The negotiators were for the Government of Sierra Leone (GOSL), Peter J. Kuyembeh, Financial Secretary, Ministry of Finance, Development and Economic Planning and for the Government of the United States (USG), Norman L. Sheldon, Agriculture Development Officer, A.I.D. Section of the Embassy of the United States in Freetown.

I. Role and Rationale for the Title I PL 480 Program

The concessional sale of U.S. commodities,

a) provides foreign exchange relief during a period of foreign exchange scarcity and thus frees resources for other essential imports and development expenditures. In this context the FY 1981 sales program is directly supportive of the current GOSL-IMF Stand-by Arrangement (Letter of Intent).

b) generates, in a non-inflationary manner, revenues for the GOSL development effort, thus ensuring program continuity in a period of budget austerity.

c) provides, in a non-disincentive manner, food grain commodities during a period of scarcity.

II. Conditions and Procedures

Mr. Kuyembeh was provided a copy of the negotiating instructions issued by the U.S. Agency for International Development (USAID) and the U.S. Department of Agriculture (USDA). The points raised in that instruction were subsequently reviewed by the negotiators and agreed upon. Summarized briefly below these were:

a) Financial terms were noted to not have changed, namely: the financing, as set forth in Part II, Item 2 of the proposed credit (CLCC) terms of 40 years, including a 10-year grace period; interest rates of 2 percent during the grace period and 3 percent thereafter. There is no initial payment but a currency use payment (CUP) of 5 percent is required.

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b) The proposed commodity compositions, as shown in Part II, Item 1, provides for about 2,600 MT of rice with a total export market value of $1.3 million for supply in Fiscal Year 1981. The export market value is the final determinate of the amount of commodities which can be purchased. This means that if commodity prices increase over that used in Part II of the Agreements, the quantity to be financed under the Agreement will be less than the approximate maximum quantity specified. However, should actual prices be lower at the time of purchase, GOSL may utilize the total export market value of U.S. dols 1.3 million.

c) In order to maximize total quantity of food shipped under this Agreement, tobacco will not be programmed. Corn will not be programmed because of shortfall in U.S. production. Wheat will not be programmed because the UMR and consumption figures indicate the maximum amount that could be programmed is 1,000 MT, the purchase of which would result in very high freight costs. Also, the debt that the GOSL owes to Seaboard Milling W.A. is complicating the usual commercial marketing of wheat thereby making it most difficult to program wheat under PL 480 Title I. The GOSL has promised to make payment to Seaboard as soon as allowable under IMF restrictions.

On behalf of the GOSL, the Financial Secretary expressed disappointment over the non-inclusion of corn and especially wheat in the current program. There is currently a critical shortage of wheat in Sierra Leone. Wheat is not grown in Sierra Leone and is needed to make flour for the baking of bread which is next to rice as a staple food. The GOSL at highest levels is concerned about the repercussions of the wheat shortage. The Financial Secretary urgently requested that the USG reconsider and include wheat in this Agreement. The Finance Secretary suggested that high freight costs could be taken care of by combining the PL 480 wheat with a commercial shipment of wheat through Seaboard Milling West Africa acting as purchasing agent on behalf of the GOSL as they have done on several occasions in previous years.

d) Part II, Item 3, of the draft Sales Agreement provides for usual marketing requirements (UMR's) of 16,000 MT of rice. The above UMR reflects a 5 year average for rice. The UMR is based on commercial imports from non-communist countries.

e) Self-Help Measures and Use of Proceeds:
The GOSL is currently and will continue to undertake Self-Help measures to increase per capita production and improve the means for storage and distribution of agricultural commodities and take into particular account the extent to which they are being carried out in ways designed to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture. Regarding the utilization of the local currencies accruing to the GOSL from the sale of agricultural commodities financed under the Agreement, emphasis shall be placed on the use of such proceeds

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for purposes which directly improve the lives of the poorest of the recipient countries people and their capacity to participate in the development of their country. Greatest emphasis is and will continue to be placed on the use of such proceeds to carry out programs of agricultural development, rural development, nutrition, and population planning.

The GOSL will continue to work with the USG to see the number of Self-Help projects and programs reduced and their scope narrowed, with selection of small numbers of projects that are small farmer oriented, ongoing, and successful and use the local currency to allow these projects to take on additional aspects or tasks more directly linked to specific objectives, and the projects should have aspects which are quantifiable.

f) The commodities financed under the Agreement will be received, stored and distributed within Sierra Leone as indicated below unless otherwise agreed to:

Receipt:	All PL 480 Title I commodities are received at the port of Freetown and delivered directly to the purchaser. Highest priority will be accorded to process these commodities through the Freetown port. Berth No. 1 is reserved for these commodities.
Storage:	The purchaser has adequate storage facilities capable of handling many times the volume of the commodities provided under the PL 480 Title I program. There is no record of commodity spoilage or loss in stroage.
Distribution:	Distribution of the commodities in this Agreement will proceed without interfering with local marketing of the same kind of commodities.
Disincentives:	Import and distribution of PL 480 Title I commodities will not cause disincentives to local production of the same kind of commodities.

g) The Ministry of Development and Economic Planning (MDEP) has agreed to provide, as part of the Self-Help and Use of Sales Proceeds Reports by 15 December 1981, proper identification of each receiving and distribution channel for each of the commodities along with the associated price and cost levels. The GOSL is providing the requisite compliance reports, arrival and shipping information (ADP sheets) reports, Self-Help reports, and Use of Sales Proceeds Reports on a timely basis, as required under the provisions of the Agreement. The USG presently enjoys access on request to all points involved in the receipt and storage of PL 480 commodities before conversion, and plans to make spot checks of the Sierra Leone Produce Marketing Board (SLPMB), the semi-autonomous government agency which is the purchaser and distributor of the rice under this Agreement.

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h) The possibility of commodity diversions outside normal marketing channels or other misuse was discussed and it was noted that there has been no problem in this regard in the past. Furthermore, it is felt that the quantities involved are small enough to be relatively easy to secure in the short interval between off-loading and distribution by the purchaser. The Financial Secretary further confirmed that both port and border security have been strengthened, and that there is a high penalty which includes imprisonment, fine or both for any activity outside normal market channels.

i) Reporting Requirements:

GOSL officials are aware of Washington's concern about the GOSL's responsibility for adequate and timely submission of reports on compliance, shipping, and arrival information (ADP) sheets, self-help and use of sales proceeds, as required under the standard provisions of the Agreement. The GOSL understands the importance of timely submission of quarterly compliance reports, and that reports on self-help measures are due in the U.S. Embassy by November 15 and in Washington by December 15 of the year following the signing of this Agreement.

j) The GOSL is completely familiar with the requirement to ship at least 50 percent of the commodities on U.S. flag carrier.

k) Agreements have been made by appropriate authorities to relay to GOSL Embassy/Washington all instructions, information) and authority necessary to ensure timely implementation of Agreement, including:

(1) Type and grade of commodity to be purchased in accordance with official U.S. standards;

(2) Proposed contracting and delivery schedules. (Note that delivery means delivery to vessel at U.S. port.);

(3) Name and address of Sierra Leone and U.S. commercial banks through which letters of credit for commodity and ocean freight will be opened;

(4) Assurance that appropriate GOSL authorities are prepared to make prompt transfers of funds to cover ocean freight costs on commodities purchased under the agreement;

(5) Instructions regarding arrangements for purchasing commodities and contracting for freight (including appointment of purchasing and shipping agent); and

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(6) Instructions to contact Program Operations Division, Export Credits, Foreign Agricultural Service, USDA, telephone (202) 447-5780 for further assistance in implementing Agreement.

l) Under current regulatory and legislative requirements:

(1) Commodities will be made available under the Agreement only after the U.S. Secretary of Agriculture has determined that (a) adequate storage facilities are available in the recipient country at the time of exportation to prevent the spoilage or waste of the commodity, and (b) the distribution of the commodity in the recipient country will not result in a substantial disincentive to or interference with domestic production or marketing.

(2) Purchase of food commodities under the Agreement must be made on the basis of invitations for bids (IFB's) publicly advertised in the United States and on the basis of bids (offers) which must conform to the IFB. Bids must be consistent with open, competitive, and responsive bid procedures.

(3) Terms of all IFB's (including IFB's for ocean freight) must be approved by the General Sales Manager, USDA/FAS/EC prior to issuance.

(4) If the GOSL nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the Agreement, the GOSL must notify the General Sales Manager, USDA/FAS/EC in writing, of such nomination and attach a copy of the proposed Agency Agreement. All purchasing and shipping agents must be approved by the Foreign Agricultural Service in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

m) The GOSL is prepared to open operable Letters of Credit, for both commodity and freight, confirmed by U.S. commercial banks named by the GOSL, as soon as commodities are purchased and ocean freight booked. Commodity and freight suppliers may refuse to load vessels when acceptable letters of credit for commodities/ocean freight are not available at time of loading. This can result in costly claims for account of the GOSL by vessel owners (demurrage) and by commodity suppliers (carrying charges).

The GOSL agrees to Open Letters of Credit for 100 percent of ocean freight not later than 48 hours prior to vessel presentation for loading, providing for sight payment or acceptance of a draft in U.S. dollars in favor of the ocean transportation supplier on the basis of tonnage and rates specified in the applicable charger party or booking note.

Concerning payment of the final 10 percent of ocean freight charges, in the case where the ocean freight contract provides for demurrage/despatch, 90 percent must be paid promptly on arrival of

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cargo. The remaining 10 percent, less despatch if any, should be paid promptly to the carrier upon completion of the laytime statement. If there is any dispute as to the amount of despatch, the owner should receive payment of the 10 percent balance less adjustments for despatch upon submission of required documentation. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not be deducted from the ocean freight.

Norman L. Sheldon
Acting AID Affairs Officer
U.S. Embassy, Freetown,
Sierra Leone

Peter J. Kuyembeh
Acting Finance Secretary
Ministry of Finance, Development
and Economic Planning

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[AMENDING AGREEMENT]

The American Chargé d' Affaires ad interim to the Sierra Leonean Minister of Finance/Development and Economic Planning

EMBASSY OF THE
UNITED STATES OF AMERICA
FREETOWN, *August 17, 1981*

SIR:

I have the honor to refer to the Agricultural Commodity Agreement signed by representatives of our two governments March 25, 1981, and to propose that Part II, Particular Provisions, be amended as follows:

Under Item I, Commodity Table, on line entitled "rice" and under appropriate column headings change "2,600" to "4,500", and "1.3" to "2.1". Also under Item I, Commodity Table, add under appropriate headings "wheat—1981—1,100—0.2". At the end of the Commodity Table add a line for totals. It should say, "Total" in the first column and "2.3" in the fourth column. Under Item III, Usual Marketing Table, add under appropriate headings "wheat/wheat flour—1981—34,000." Under Item IV, Export Limitations, add to end of paragraph B, "for wheat/wheat flour—wheat, wheat flour, rolled wheat, semolina, farina, bulgur (or the same products under different names)."

All other terms and conditions of the March 25, 1981 Agreement remain the same.

If the foregoing is acceptable to your government, I propose that this Note and your reply thereto constitute an agreement between our two governments, to be effective the date of your Note in reply.

Accept, Sir, the renewed assurances of my highest consideration.

RICHARD J TIERNEY
Chargé d'Affaires a.i.

The Honorable
DR. SAMA S. BANYA, *Minister of Finance, and*
Minister of Development and Economic Planning,
Republic of Sierra Leone,
Freetown.

cc: Ministry of Foreign Affairs

TIAS 10125

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The Sierra Leonean Minister of Finance/Development and Economic Planning to the American Chargé d'Affaires ad interim

ENCLOSURE TO FREETOWN A-18

THE HON. MINISTER OF FINANCE
Office: Tel. No. 25236
Residence: Tel. No. 024/275

MINISTRY OF FINANCE
43, SIAKA STEVENS STREET
FREETOWN
SIERRA LEONE

Our Ref: 15/4/64 vol:3

18th August, 1981

Sir

I have the honour to confirm receipt of your letter dated 17th August, 1981, on the amendment for additional provision under the PL.480 Title I Agreement, signed March, 25th, 1981, and to confirm my acceptance to the proposed amendment under "Particular Provisions" in part II.

Under item 1, Commodity Table, on line entitled "rice" and under appropriate column headings change "2,600" to "4,500, and "1.3" to "2.1". Also under Item 1, Commodity Table, add under appropriate headings "Wheat - 1981 1,100 - 0.2". At the end of the Commodity Table add a line for totals. It should say, "Total" in the first column and "2.3" in the fourth column. Under Item 111, Usual marketing Table, add under appropriate headings "Wheat/Wheat Flour - 1981 34,000". Under Item IV, Export Limitations, add to end of paragraph B, "for Wheat/ Wheat Flour - Wheat, Wheat Flour, rolled wheat, semolina, farina bulgur (or the same products under different names)" All other terms and conditions of the March 25, 1981 Agreement remain the same.

Finally, I hope this note will confirm the amendment to the Agreement between our two governments.

Accept, Sir, the renewed assurances of my highest consideration.

S.S. Banya (Dr.)
MINISTER OF FINANCE/Development/
Economic Planning.

Richard Tierney
Charge D'Affaries a.i.
Embassy of the United States
of America.

TIAS 10125

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SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA

Aviation: Air Transport Services

Agreement amending and extending the memorandum of understandings to the agreement of December 15, 1977.
Effected by exchange of notes
Dated at Belgrade March 13 and 26, 1981;
Entered into force March 26, 1981;
Effective April 1, 1981.

The American Embassy to the Yugoslav Federal Secretariat for Foreign Affairs

No. 10

The Embassy of the United States of America presents its compliments to the Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia and has the honor to refer to the Memorandum of Understandings relating to the Air Transport Agreement and the Non-Scheduled Air Services Agreement, signed at Washington on December 15, 1977.[1]

The United States Government proposes that this Memorandum of Understandings be extended through August 31, 1981 and that Section A(4)a be amended to include the following:

Period: April 1 through August 31, 1981
Number of Narrow-Bodied Frequencies: 132

If these Understandings are acceptable to the Government of the Socialist Federal Republic of Yugoslavia, the Embassy of the United States of America proposes that this note and the Secretariat's confirmation shall constitute an agreement, between our two Governments, to enter into force on the date of the Secretariat's reply, amending and extending the Memorandum of Understandings from April 1, 1981 through August 31, 1981.

The Embassy of the United States of America avails itself of this opportunity to renew to the Federal Secretariat for Foreign Affairs of

[1] TIAS 9364; 30 UST 2817.

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the Socialist Federal Republic of Yugoslavia the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
BELGRADE, *March 13, 1981*

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The Yugoslav Federal Secretariat for Foreign Affairs to the American Embassy

No. 413348

The Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 10 dated March 13, 1981.

The Federal Committee for Transportation and Communications accepts the proposal of the U.S. Government to extend the Memorandum of Understandings through August 31, 1981 and to amend Section A/4/a to include the following:

Period: April 1, 1981 through August 31, 1981

Number of Narrow-Bodied Frequencies: 132

The Federal Committee for Transportation and Communications has the honour to refer to the letter of the Embassy's First Secretary concerning the extension of JAT's permission for operation of scheduled services and interprets the clarification from the letter that JAT may operate 4 scheduled flights per week to New York of which one could be continued to Chicago but in that case JAT could not operate a direct scheduled flight to Chicago, i.e. it will not have a right to operate fifth frequency to the United States or, if JAT operates one direct flight to Chicago, then it will be authorized to operate 4 frequencies to New York.

TO THE EMBASSY OF THE
UNITED STATES OF AMERICA

B E O G R A D

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If these Understandings are acceptable to the Government of the United States of America the Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia proposes that this Note and the Embassy's Note shall constitute an agreement between the two countries, to enter into force on the date of the Secretariat's reply, amending and extending the Memorandum of Understandings from April 1, 1981 through August 31, 1981.

The Federal Secretariat for Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

Beograd, 26. March 1981

TIAS 10128

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GHANA

Agricultural Commodities

Agreement signed at Accra March 31, 1981;
Entered into force March 31, 1981.
With agreed minutes.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF GHANA FOR THE SALE OF AGRICULTURAL COMMODITIES UNDER PUBLIC LAW 480 TITLE I [1] PROGRAM

The Government of the United States of America and the Government of Ghana have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III of the April 14, 1980 [2] Agreement together with the following Part II:

PART II. PARTICULAR PROVISIONS:

ITEM I. COMMODITY TABLE.

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Approximate Maximum Export Market Value (Millions of U.S. Dollars)
Wheat/Wheat Flour (Grains Equivalent Basis)	1981	26, 300	5. 5
Rice	1981	14, 400	7. 2
	Total	40, 700	12. 7

ITEM II. PAYMENT TERMS: CONVERTIBLE LOCAL CURRENCY CREDIT (40 YEARS).

1. Initial Payment—Five (5) percent.
2. Currency Use Payment—Ten (10) percent for Section 104(A) purposes.

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[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9738; not printed.

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3. Number of Installment Payments—Thirty-One (31).

4. Amount of Each Installment Payment—Approximately equal annual installments.

5. Due Date of first Installment Payment—Ten (10) years from date of last delivery of commodities in calendar year.

6. Initial Interest Rate—Two (2) percent.

7. Continuing Interest Rate—Three (3) percent.

ITEM III. USUAL MARKETING REQUIREMENT TABLE.

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Wheat/Wheat Flour (Grain Equivalent Basis)	1981	113, 800
Rice	1981	21, 000

ITEM IV. EXPORT LIMITATIONS.

A. The Export Limitations period shall be U.S. Fiscal Year 1981 or any subsequent U.S. Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. For the purpose of Part I, Article III(A)(4) of the Agreement, the commodities which may not be exported are for Wheat/Wheat Flour—wheat, wheat flour, rolled wheat, semolina, farina or bulgur (or the same products under a different name); and for rice—rice in the form of paddy, brown or milled.

ITEM V. SELF-HELP MEASURES.

A. The Government of the importing country agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Ghana agrees to undertake the following measures and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Undertake activities to adjust agricultural price policies and subsidies to encourage increased domestic production of food crops. As part of this effort, the Government of Ghana will:

(a) Designate a unit within the Ministry of Agriculture to undertake a comprehensive study of agricultural price policies of the Government of Ghana and their relationship to costs of production, returns to producers, and level of domestic agricultural production. The study will provide guidance to the Government of Ghana during future decisions on pricing

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policy and subsidy adjustments, as part of the development of a long-term policy to guide the gradual elimination of controlled prices for basic food commodities, as domestic food production increases.

2. Implement programs to increase the production of food crops by small-scale farmers in Ghana. These efforts should include:

(a) Improving the availability of agricultural inputs, including improved seeds, tools, spare parts, fertilizer, and pesticides, while at the same time eliminating subsidies and expanding lending operations through the Agricultural Development Bank and related institutions to allow farmers access to credit for necessary inputs.

(b) Expanding and improving small-scale irrigation schemes in the Northern and Upper Regions.

3. Implement programs to improve the storage, marketing, and distribution of agricultural production throughout Ghana. These efforts should include:

(a) Upgrading and repairing local food and feed storage facilities in each of the regions, and as part of this effort, providing training in grain storage management and planning to appropriate Government of Ghana officials.

(b) Improving farm-to-market food distribution, including programs of transportation service and feeder road construction, repair, and maintenance.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED.

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be programmed jointly by the Government of Ghana and the Agency for International Development and used for financing the self-help measures set forth in Item V above and for the Agriculture and Rural Development Sector, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of the proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

TIAS 10127

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DONE at Accra, in duplicate, the 31st day of March, 1981.

FOR THE GOVERNMENT OF GHANA:		FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:	
By:	G. BENNEH	By:	THOMAS W. M. SMITH
	Prof: George Benneh		Thomas W. M. Smith
Title:	*Minister of Finance and Economic Planning*	Title:	*Ambassador*

Official Agreed Minutes of Negotiating Sessions of PL 480 Title I Agreement With the Government of Ghana

On March 11, 1981 at 0915 hours, both teams opened negotiations in the Office of Minister of Finance and Economic Planning. Those present were:

Ghanaian Negotiating Team

Prof. George Benneh	Minister of Finance and Economic Planning
Mr. S. P. Agyarko (Leader of Technical Team)	Acting Principal Secretary International Economic Relations Division, Ministry of Finance and Economic Planning
M. E. Armah	Ministry of Finance and Economic Planning
J. O. Oturoku	" " " " "
Haruna Maamah	" " " " "
Irene Hervie	" " " " "
A. K. B. Sagoe	Ministry of Trade
L. R. A. Satuh	Ministry of Foreign Affairs
S. K. A. Quayson	Grains Warehousing Company Limited
E. Asara	Bank of Ghana
A. O. Darko	" " "
E. Yiadom-Boakye	Controller & Accountant-General's Department
E. O. Larbi-Siaw	Ghana National Procurement Agency
Kathleen Quartey	Attorney-General's Department
E. H. K. Amankwah	Ghana Food Distribution Corporation
C. B. Kpangilparf	Ministry of Agriculture

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United States Negotiating Team

Ambassador Thomas W. M. Smith	U.S. Ambassador
Mr. Gerald Zarr (Leader of Technical Team)	Director, USAID
Larry Saiers	USAID
Robert Coe	U.S. Embassy
Michael Zak	USAID
Emmanuel Atieku	"

Greetings were exchanged and Prof. Benneh welcomed members of both teams to the negotiation session.

Ambassador Smith read from a prepared statement quoting dollar amounts and tonnages for this year's PL 480 Title I program. He encouraged constructive measures in the area of economic reform and praised the Government of Ghana's priority commitment to self-sufficiency in basic food production.

Professor Benneh, in reply, said he anticipated fruitful results from the negotiations stating that the Ghanaian team had evolved new procedures to eliminate delays in shipments and demurrage charges. The Minister informed the U.S. negotiators that the sum of ₵26.5 million in 1979 and another ₵34.4 million in 1980, being local currency proceeds from PL 480 Title I commodities, had been paid into the Counterpart Fund Account at the Bank of Ghana. His Ministry was awaiting confirmation of expenditures of the 1979 account but the 1980 amount had not yet been utilized. He thanked the U.S. Government for its continuing support for Ghana. He said he considered the PL 480 Title I assistance as a temporary relief measure until basic food sufficiency is realized.

The general meeting was them adjourned. The negotiating teams with the exception of Professor Benneh and Ambassador Smith adjourned to the Conference Room of the Central Bureau of Statistics to continue technical level discussions.

It was agreed at the outset by both parties that detailed officia minutes of negotiating sessions would be kept and initialled. The representatives of both teams agreed that the FY 1981 Title I Agreement reinforces the United States' longstanding commitment to Ghana's economic development. Both teams recognized the need for the implementation of basic reforms—some of which were already being undertaken. It was hoped that the Government of Ghana would soon conclude an agreement with the International Monetary Fund to implement a medium term economic stabilization program.

The U.S. team was pleased to note the highest priority given to agriculture and food production by the Government of Ghana as reflected in the President's Sessional Address to Parliament last October. They looked forward to the implementation of specific measures to stimulate food production and to improve food storage

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and distribution facilities, as evidence of this commitment to agriculture.

Both teams agreed that the costly and damaging delays that occurred in implementing last year's Agreement in the opening of letters of credit for commodity and ocean freight should be avoided this year. The Ghanaian team accordingly gave assurances that the Government of Ghana would make prompt transfer of funds to cover initial payments and ocean freight costs on commodities purchased under the Agreement, and that operative commodity letters of credit would be opened and confirmed by United States commercial bank(s), prior to the booking of ocean freight.

It was further agreed that a committee be set up at this time, possibly as a sub-group of members present at the session, to coordinate all activities concerning implementation of the Agreement, including banking arrangements, compliance and self-help reporting and most importantly, the use of local currency proceeds. If all these activities were to be properly carried out, the timely and concerted efforts of various agencies would be required.

Both teams realized the importance of the timely submission of all reports relating to the PL 480 program as required in accordance with Part I, Article III (C) and (D) Exhibit D of 10 FASR 300, "Field Compliance Responsibilities for Certain Operations under Title I of the Agricultural Trade Development and Assistance Act, as Amended". These reports are the Quarterly Compliance Report, Shipping and Arrival Report as well as reports on Self-help measures, and on the generation and programming of sales proceeds.

The Ghanaian negotiators gave assurances that all compliance reporting would be both current and accurate and that Usual Marketing Requirements (UMR's) would be strictly adhered to in accordance with the provisions of the April 1980 Agreement. Their attention was drawn to the fact that there were UMR shortfalls on agreed amounts of commercial imports in U.S. Fiscal Year 1980.

The Ghanaian negotiators sought clarification on how amortization schedules and UMR levels were worked out. The U.S. representatives reviewed the UMR concept. It was agreed that the representative from the Controller and Accountant-General's Department would meet with the USAID Controller to clarify how amortization schedules are developed.

In order to expedite the implementation of the new Agreement after signature, the Ghanaian negotiators were reminded to make an early request through their Embassy in Washington for purchase authorizations (PA's) from the Office of the General Sales Manager/United States Department of Agriculture. The USAID should be promptly informed of the person in the Ghana Embassy in Washington who would be backstopping the FY 1981 program.

To expedite the issuance of the PA's the Ghanaian negotiators have

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agreed to submit the following information in writing to USAID at this time:

a) the type and grade of commodities to be purchased in accordance with official U.S. standards;
b) the proposed schedules for contracting and delivering commodities to U.S. ports;
c) port breakdown on amounts of commodities to be delivered to Tema and/or Takoradi respectively.

The Bank of Ghana, the Ghana Commercial Bank and the Chemical Bank (New York) were designated as the banks through which operations would be handled and through which letters of credit for commodity and ocean freight would be opened.

The U.S. negotiators agreed to the request of the Ghanaian negotiators to use the U.S. Embassy communication facility as a backup channel to regular communications facilities with the Ghana Embassy in Washington for all instructions, information and authority necessary to ensure timely implementation of the Agreement.

The Ghanaian negotiators said they would retain St. John's International as their purchasing and shipping agent and that they would so notify the General Sales Manager, United States Department of Agriculture, and provide a copy of the proposed agency agreement for approval by the Office of the General Sales Manager in accordance with the regulatory standards designed to eliminate certain potential conflicts of interest. USDA is to notify the Government of Ghana through USAID/Accra as soon as Agent is approved. For all transactions the Agent is to communicate directly with importer(s) but must send copies to relevant government institutions.

The Ghanaian negotiators have agreed (1) that the purchase of commodities under the Agreement should be made on the basis of invitations for bids (IFB's) publicly advertised in the United States and on the basis of bids (offers) which must conform to the IFB, and that bids must be received and publicly opened in the U.S.; (2) that all awards under IFB's would be consistent with open, competitive, and responsive bid procedures; and (3) that the terms of all IFB's (including IFB's for ocean freight) should be approved by the General Sales Manager, United States Department of Agriculture, prior to issuance.

They however requested that all such approvals be promptly communicated to them through USAID channels.

The U.S. negotiators drew the attention of the Ghanaian negotiators to the following:

a) That commodity and ocean freight suppliers may refuse to load vessels when acceptable letters of credit for commodities and ocean freight are not available at the time of loading. This can result in costly claims by vessel owners (i.e., demurrage) and by commodity suppliers (carrying charges).

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b) That, promptly after contracting for U.S. flag shipping space, and not later than 48 hours prior to the presentation of vessel for loading, the Government of Ghana (or purchasing agent authorized by it) must open an operative letter of credit in favor of the supplier of the ocean transportation for 100 percent of the estimated cost of ocean freight.

The Ghanaian negotiators said they would in fact do this not later than two weeks (14 days) prior to the presentation of vessel for loading.

c) That in accordance with Section 17.9 (M) of the Title I financing regulations, where the ocean freight contract provides for demurrage/dispatch, 90 percent must be paid promptly on arrival of cargo. The remaining 10 percent, less dispatch if any, should be paid promptly to the carrier upon completion of the laytime statement. If there is any dispute as to the amount of dispatch, the owner should receive payment of 10 percent balance less adjustments for dispatch, only upon submission of required documentation. The U.S. negotiators promised to provide the complete text of Section 17.9 to the Ghanaians.

The Ghanaians expressed concern about the manner in which they are made to pay demurrage charges outright without first investigating how they came about.

They would also like all future charter party agreements to have 500 MT as daily discharge rate rather than the usual 750MT. This is in view of prevailing port discharge capabilities.

PL 480 legislation requires that at the time of delivery of Title I commodities, the receiving country has the capability to receive, store and distribute such commodities. To comply with this legislation, the Ghanaian negotiators agreed to compile and submit an arrival schedule to the Office of Food for Peace, USAID Mission to Ghana on other shipments to be delivered in the period June–September 1981, so that USAID can determine that ports will not be congested, adequate storage space will be available to prevent spoilage and waste and that normal marketing activities will not be disrupted. Since this same legislation further stipulates that concessional Title I sales should not act as a substantial disincentive to local agricultural production, a written statement attesting to this will also be submitted.

The following specific assurances were given to the United States negotiators:

1. *Priority berthing:* The Government of Ghana will, to the best of its ability, grant priority berthing at Ghanaian ports to vessels carrying PL 480 Title I commodities under this Agreement.

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2. *Utilization:* The Government of Ghana, to the best of its ability, will intensify its efforts to ensure that PL 480 Title I commodities are distributed in accordance with the provisions of Article III paragraphs (3) and (4) of Part I of the Agreement, and that no exports of Title I wheat/wheat flour and rice will be allowed.
3. *Receiving, Storing, Distribution:* The Government of Ghana will give full assurances of their Government's ability to adequately receive, store and distribute all PL 480 Title I commodities. Also, that normal marketing will not be disrupted because of Title I imports.
4. *Access:* The Government of Ghana will permit representatives of the U.S. Government to have continuous access to receiving, storage and distribution points of PL 480 Title I commodities.
5. *Usual Marketing Requirements and Export Limitation:* The Government of Ghana will assure that they will meet their Usual Marketing Requirements and Export Limitation commitments.
6. *Self-Help and Compliance Reporting:* The Government of Ghana will meet all their reporting obligations.

Finally, in order to avoid delays in getting cedi counterpart fund backing for USAID projects for which the Government of Ghana has made commitments, the U.S. negotiators proposed the setting up of a trust fund of about ₵825,000 from the proceeds of Title I commodities.

The leader of the Ghanaian technical team agreed to have his Ministry consider the trust fund concept once a proposal concept paper is received from the USAID Mission.

DONE at Accra, Ghana in duplicate, this 31st day of March 1981.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:	FOR THE GOVERNMENT OF GHANA:
THOMAS W. M. SMITH	G. BENNEH
Thomas W. M. Smith *U.S. Ambassador*	Prof. George Benneh *Minister of Finance and Economic Planning*
EDWARD L. SAIERS	S P AGYARKO
Edward L. Saiers *Acting Director, USAID*	S. P. Agyarko *Acting Principal Secretary International Economic Relations Division, Ministry of Finance and Economic Planning*

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CANADA

Remote Sensing

Memorandum of understanding signed at Reston April 2, 1981; Entered into force April 2, 1981.

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MEMORANDUM OF UNDERSTANDING

BETWEEN

GEOLOGICAL SURVEY OF THE

DEPARTMENT OF THE INTERIOR OF THE

UNITED STATES OF AMERICA

AND

THE CANADIAN CENTRE FOR REMOTE SENSING OF THE

DEPARTMENT OF ENERGY, MINES AND RESOURCES OF THE

GOVERNMENT OF CANADA ON COOPERATION IN REMOTE SENSING

ARTICLE I. Scope and Objectives

The Geological Survey of the United States Department of the Interior (hereinafter referred to as "USGS") and the Canadian Centre for Remote Sensing of the Department of Energy, Mines and Resources, Government of Canada, (hereinafter referred to as "CCRS") hereby state their intention to pursue scientific and technical cooperation in remote sensing sciences in accordance with this Memorandum of Understanding (hereinafter referred to as "Memorandum"), which establishes the procedure for cooperation.

The purpose of this Memorandum is to establish a framework acceptable to both parties for the execution of further memoranda of understanding or agreements for the exchange of scientific and technical knowledge and augmentation of scientific and technical capabilities of USGS and CCRS (hereinafter sometimes referred to as the "Parties") with respect to remote sensing studies.

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For cooperation requested by CCRS that extends into subjects outside the scope of USGS, USGS may, with the consent of CCRS and compatible with existing United States laws, executive orders, regulations and policies, endeavor to enlist the participation of other United States entities.

The CCRS may, with consent of USGS, include the participation of other Canadian entities, as well as departments or agencies, federal or provincial, in Canada, in the development of activities contained in the scope of this Memorandum.

ARTICLE II. Cooperative Activities

Forms of cooperative activities under this Memorandum may consist of exchanges of technical information, exchange visits, cooperative research between scientists of the Parties engaged in remote sensing research and data exchange in the fields of geology, geophysics, and marine sciences within the scope of programs of the Parties, and other forms of cooperative activities as are mutually acceptable. All activities are subject to applicable laws, and regulations of the Parties.

ARTICLE III. Source of Funding

Cooperative activities under this Memorandum will be subject to and dependent upon the financial support and manpower available to the Parties. The terms of financing will be established by the Parties before the commencement of each activity.

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ARTICLE IV. Intellectual Property

The definition of the phrase 'Intellectual Property' will be as described in Multi-Lateral Convention of the World Intellectual Property Organization (WIPO) to which Canada and the United States of America are signatories. The right, if any, to disseminate information regarding such Intellectual Property, the sharing of the same, the manner in which this shall be done, to what parties, the timing of any such release, and any other matters in relation to such Intellectual Property, shall also be clearly stated in each memorandum or agreement made under the umbrella of this Memorandum.

ARTICLE V. Review of Activities

The Parties will designate representatives who, at times mutually established by the Parties, will review the activities under this Memorandum.

ARTICLE VI. Project Annexes

Any activity carried on under the general aegis of this Memorandum shall be subject to an exchange of correspondence between the Parties relating to that activity and to further arrangements in accordance with the laws and procedures of Canada and the United States.

ARTICLE VII. Entry into Force and Termination

This Memorandum shall enter into force upon signature by both parties and remain in force for five (5) years, unless extended by mutual agreement. The Memorandum may be terminated at any time by either Party upon ninety (90) days written notice to the other Party. The termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum which are initiated prior to such termination. Done at Reston, Virginia this day of April 2, 1981

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For the:

Geological Survey of the
Department of the Interior
United States of America

By: Doyle G. Frederick

Name: Doyle G. Frederick

Title: Acting Director

For the:

Canadian Centre for Remote Sensing
Department of Energy, Mines and
Resources of the Government of Canada

By:

Name: Ensley A. Godby

Title: Director General

TIAS 10128

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MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement amending the agreement of July 25, 1980, as amended.
Effected by exchange of letters
Signed at Mexico March 31, 1981;
Entered into force March 31, 1981.

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The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
México, D. F.

March 31, 1981

His Excellency
Licenciado Oscar Flores
Attorney General of the Republic
E.C. Lázaro Cárdenas No. 9
México 1, D. F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between México and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and to increase by U.S. $75,000 the funding provided by our exchange of letters dated December 2, 1980.[1] It is further understood that the purpose of these funds is for opium poppy eradication and narcotics interdiction.

The Government of the United States therefore agrees to insert after the second paragraph of our letter dated December 2, 1980 the following paragraph: "The Government of the United States further agrees to provide U.S. $75,000 to finance flight safety training of Aero Services personnel, said training to be conducted by a U.S. contractor selected by the Government of Mexico on the advice and agreement of the Government of the United States."

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of México in relation to the narcotics control effort of the Government of México remain in full force and effect, and applicable to this agreement unless otherwise expressly modified herein.

If the foregoing is acceptable to the Government of México, this letter and your reply will constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

Julian Nava
Ambassador

[1] TIAS 9822, 10106; 32 UST 2105; ante, p. 1217.

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The Mexican Attorney General to the American Ambassador

FORMA C G - 1 A

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., marzo 31 de 1981.

EXCELENTISIMO SEÑOR
JULIAN NAVA,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
Presente.

Excelentísimo señor Embajador:

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros gobiernos relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S. $75,000 los fondos proporcionados por medio de nuestra carta fechada 2 de diciembre de 1980. Además, se tiene por entendido que el propósito de estos fondos es para la destrucción de amapola de opio y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en añadir después del segundo párrafo en nuestra carta de fecha 2 de diciembre de 1980 el siguiente párrafo: "El Gobierno de los Estados Unidos conviene, además, en proveer setenta y cinco mil dólares (U.S. $75,000) para financiar entrenamiento a ser impartido por un contratista norteamericano seleccionado por el Gobierno de México en consulta y acuerdo con el Gobierno de los Estados Unidos." T.A.N.

TIAS 10129

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Se tiene por entendido que todas las disposiciones restantes de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación a los esfuerzos del Gobierno de México para frenar el tráfico ilegal de estupefacientes permanecen en pleno vigor y efecto y son aplicables a este Acuerdo a menos de que se modifique expresamente aquí.

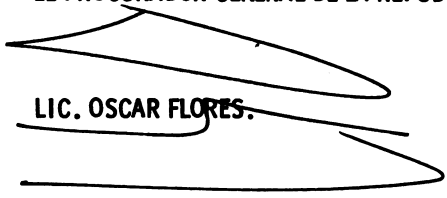
Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.



LIC. OSCAR FLORES.

TAS

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TRANSLATION

United Mexican States
Office of the Attorney General

Mexico, D.F., March 31, 1981

His Excellency
Julian Nava
Ambassador Extraordinary and
Plenipotentiary of the United
States of America
Mexico, D.F.

Mr., Ambassador:

I take pleasure in replying to your letter of today's date which, translated into Spanish, reads as follows:

[For the English language text, see p. 1536.]

I wish to inform you that the Government of Mexico concurs in the terms of the transcribed letter.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General

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ANTIGUA

Telecommunications: Voice of America Radio Relay Facility

Memorandum of understanding signed at St. John's September 12, 1980;
Entered into force September 12, 1980.

76-317 0 - 88 - 13

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MEMORANDUM OF UNDERSTANDING

To fulfill the common objective of furthering international understanding and cooperation and promoting the exchange and dissemination of news and other information, the Government of the United States of America and the Government of Antigua agree as follows: the Government of the United States of America may construct, operate and maintain a radio relay facility in Antigua for the exclusive purpose of relaying Voice of America programs to areas in the Caribbean. Such radio relay facility will be constructed, operated and maintained in accordance with this Memorandum of Understanding between the Governments of the United States of America and of Antigua.

1. A provisional radio relay facility will be installed on land now leased by the Government of the United States of America pursuant to the agreement regarding United States defense areas and facilities in Antigua, with annex, signed at Washington on December 14, 1977.[1] In the event that the United States of America wishes to construct a permanent radio relay facility, the Governments of the United States of America and of Antigua will enter into negotiations for the purpose of allowing the continued use of the existing site or finding another site suitable for the Voice of America radio facility.

2. The Government of the United States of America will pay to the Government of Antigua the additional sum of twelve thousand U.S. dollars ($12,000.00) each year beginning October 1, 1980, for costs not covered in the lease agreement and for the unrestricted privilege and right to operate the radio relay facility. This payment shall encompass payment for any and all licenses, authorizations, permits, fees, excises, taxes and similar charges which might otherwise be imposed by the Government of Antigua

[1] TIAS 9054; 29 UST 4183

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and shall be payable annually for each year the facility is in operation. The provisions of this paragraph may be reviewed at five-year intervals.

3. Materials, equipment, parts and supplies may be imported for, and exported from, the radio relay facility free of any customs duties, import or other taxes, or other restriction. All activities undertaken pursuant to this Memorandum shall be exempt from every direct or indirect tax, fee, custom duty, excise, charge, deduction or contribution whatsoever, other than such as represent payment for specific services rendered.

4. The Government of Antigua concurs in the use of radio frequency 1580 KHZ for the broadcasting of Voice of America programs. The Government of Antigua will protect the continued use of this frequency for this purpose and will register it by including it in the inventory of the Government of Antigua to be submitted to the Region 2 (Western Hemisphere) Medium Wave Broadcasting Conference.

5. The Voice of America will be solely responsible for the contents of all broadcasts and will have the unrestricted use of the radio relay facility.

In witness whereof, the undersigned duly authorized by their Governments have signed this Memorandum of Understanding.

Done at St. John's, Antigua, on the 12th day of September, 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Paul J. Byrnes [1]

FOR THE GOVERNMENT OF ANTIGUA

V. C. Bird [2]

[1] Paul J. Byrnes.
[2] V. C. Bird.

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TURKEY

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Ankara March 27, 1981;
Entered into force March 27, 1981.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF TURKEY REGARDING THE CONSOLIDATION AND RESCHEDULING OF PAYMENTS DUE UNDER P.L. 480 TITLE I[1] AGRICULTURAL COMMODITY AGREEMENTS

(1) Reference is made to the Agreements Between The United States of America and The Republic of Turkey identified in Annexes A, D and G attached to this Memorandum of Agreement and hereinafter referred to as "P.L. 480 Agreements." Reference is made also to the Agreement Between The United States of America and The Republic of Turkey Regarding the Consolidation and Rescheduling of Certain Debts Owed to, Guaranteed or Insured by The United States Government or Its Agencies signed in Ankara, Turkey, on October 24, 1980,[2] and to the Understanding reached by certain creditor nations of The Republic of Turkey on July 23, 1980, and agreed to by The Republic of Turkey, wherein agreement was reached on the consolidation and rescheduling of repayments under the P.L. 480 Agreements.

(2) In accordance with the Agreement dated October 24, 1980, and the Understanding reached on July 23, 1980, cited above, it is agreed that dollar principal and interest obligations with respect to contracts having an original maturity of more than one year not previously rescheduled and due between July 1, 1980, and June 30, 1981, referred to hereafter as the "Consolidation Period" shall be repaid as follows:

(a) Principal and interest in the amount of $1,381,784.59 which consists of 90 percent of the payments not previously rescheduled and due during the Consolidation Period as listed in Annex A, shall be repaid in ten equal semi-annual installments on January 2 and July 1 with the first payment due on January 2, 1986, and the last payment due on July 1, 1990, as shown in Annex B. Interest on the outstanding balance shall accrue at the rate of 3.0 percent per annum beginning

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9909; 32 UST 3674.

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on the first day after the due dates under the original agreements, and shall be due and payable beginning on January 2, 1981, and semi-annually thereafter on July 1 and January 2 with the last payment due on July 1, 1990, as shown in Annex B.

(b) Principal and interest in the amount of $153,531.62 which consists of 10 percent of the principal and interest payments not previously rescheduled and due during the Consolidation Period listed in Annex A, shall be repaid in five equal annual installments on July 1 with the first payment due on July 1, 1981, and the last payment due on July 1, 1985, as shown in Annex C. Interest on the outstanding balance shall accrue at the rate of 3.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning on January 2, 1981, and semi-annually thereafter on July 1 and January 2 with the last payment due on July 1, 1985, as shown in Annex C.

(3) In accordance with the Agreement dated October 24, 1980, and the Understanding reached on July 23, 1980, cited above, it is agreed that dollar principal and interest obligations previously rescheduled which were due and unpaid as of June 30, 1980, or which will fall due during the Consolidation Period shall be repaid as follows:

(a) Principal and interest in the amount of $202,475.43 which consists of 90 percent of the payments previously rescheduled and due and unpaid as of June 30, 1980, as listed in Annex D, shall be repaid in eight equal semi-annual installments on July 1 and January 2 with the first payment due on July 1, 1984, and the last payment due on January 2, 1988, as shown in Annex E. Interest on the outstanding balance shall accrue at the rate of 3 percent per annum beginning on the first day after the due dates under the rescheduled agreements, and shall be due and payable beginning on January 2, 1981, and semi-annually thereafter on July 1 and January 2 with the last payment due on January 2, 1988, as shown in Annex E.

(b) Principal and interest in the amount of $22,497.27 which consists of 10 percent of the payments previously rescheduled and due and unpaid as of June 30, 1980, as listed in Annex D, shall be repaid in 4 equal annual installments on January 2 with the first payment due on January 2, 1981, and the last payment due on January 2, 1984, as shown in Annex F. Interest on the balance shall accrue at the rate of 3 percent per annum beginning on the first day after the due dates under the rescheduled agreements, and shall be due and payable beginning on January 2, 1981, and semi-annually thereafter on July 1 and January 2 with the last payment due on January 2, 1984, as shown in Annex F.

(c) Principal and interest in the amount of $209,065.76 which consists of 90 percent of the payments previously rescheduled and due during the Consolidation Period as listed in Annex G, shall be repaid in 8 equal semi-annual installments on January 2 and July 1

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with the first payment due on January 2, 1985, and the last payment due on July 1, 1988, as shown in Annex H. Interest on the outstanding balance shall accrue at the rate of 3 percent per annum beginning on the first day after the due dates under the rescheduled agreements, and shall be due and payable beginning on January 2, 1981, and semi-annually thereafter on July 1 and January 2 with the last payment due on July 1, 1988, as shown in Annex H.

(d) Principal and interest in the amount of $23,229.53 which consists of 10 percent of the payments previously rescheduled and due during the Consolidation Period, as listed in Annex G, shall be repaid in 4 annual installments on July 1 with the first payment due on July 1, 1981, and the last payment due on July 1, 1984, as shown in Annex I. Interest on the outstanding balance shall accrue at the rate of 3 percent per annum beginning on the first day after the due dates under the rescheduled agreements, and shall be due and payable beginning on January 2, 1981, and semi-annually thereafter on July 1 and January 2 with the last payment due on July 1, 1984, as shown in Annex I.

(4) Additional interest at the rate of 3 percent per annum shall accrue to the benefit of the United States of America on any past due unpaid amounts or unpaid portions of amounts as listed in Annexes B, C, E, F, H, and I. Application of payments or credits shall be first to any interest due, with any balance to the principal installment due.

(5) To the extent not amended herein, the terms and conditions of the P.L. 480 Agreements shall remain in full force and effect.

(6) DONE at Ankara, Turkey, in duplicate this 27th day of March, 1981.

TUNC BILGET	JAMES W. SPAIN
FOR THE REPUBLIC OF TURKEY	FOR THE UNITED STATES OF AMERICA

ANNEX A

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNITED STATES OF AMERICA DURING THE PERIOD JULY 1, 1980 AND JUNE 30, 1981 UNDER PL 480 TITLE I AGREEMENTS WITH THE REPUBLIC OF TURKEY SHOWING THE AMOUNT OF CONSOLIDATED AND NON-CONSOLIDATED DEBT

Original Agreement Date and Delivery Year)	Payment Due Date	Amount Due Principal	Amount Due Interest	Total	Consolidated Debt (90%)	Non-Consolidated Debt (10%)
3-16-70 (70)	07-08-80	$247,559.35	$153,486.80	$401,046.15	$360,941.54	$40,104.61
1-29-71 (71)	07-15-80	0	436,006.38	436,006.38	392,405.74	43,600.64
2-06-69 (69)	09-30-80	367,507.20	330,756.48	698,263.68	628,437.31	69,826.37
Total		$615,066.55	$920,249.66	$1,535,316.21	$1,381,784.59	$153,531.62

TIAS 10131

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ANNEX B

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING AGREEMENT
WITH
THE REPUBLIC OF TURKEY
REPAYMENT SCHEDULE FOR PL 480 CONSOLIDATED DEBT DUE DURING THE PERIOD JULY 1, 1980, AND JUNE 30, 1981, UNDER PL 480 TITLE I AGREEMENTS

REPAYMENT TERMS

INTEREST: 3 PERCENT PER ANNUM
PRINCIPAL: 10 EQUAL SEMI-ANNUAL INSTALLMENTS

Installment Due Date	Balance Outstanding	Amount Due		
		Principal	Interest	Total
01-02-81	$1, 381, 784. 59	$0	$15, 651. 12	$15, 651. 12
07-01-81	1, 381, 784. 59	0	20, 422. 84	20, 442. 84
01-02-82	1, 381, 784. 59	0	21, 010, 70	21, 010. 70
07-01-82	1, 381, 784. 59	0	20, 442. 84	20, 442. 84
01-02-83	1, 381, 784. 59	0	21, 010. 70	21, 010. 70
07-01-83	1, 381, 784. 59	0	20, 442. 84	20, 442. 84
01-02-84	1, 381, 784. 59	0	21, 010. 70	21, 010. 70
07-01-84	1, 381, 784. 59	0	20, 442. 84	20, 442. 84
01-02-85	1, 381, 784. 59	0	21, 010. 70	21, 010. 70
07-01-85	1, 381, 784. 59	0	20, 442. 84	20, 442. 84
01-02-86	1, 381, 784. 59	138, 178. 46	21, 010. 70	159, 189. 16
07-01-86	1, 243, 606. 13	138, 178. 46	18, 398. 56	156, 577. 02
01-02-87	1, 105, 427. 67	138, 178. 46	16, 808. 56	154, 987. 02
07-01-87	967, 249. 21	138, 178. 46	14, 309. 99	152, 488. 45
01-02-88	829, 070. 75	138, 178. 46	12, 606. 42	150, 784. 88
07-01-88	690, 892. 29	138, 178. 46	10, 221. 42	148, 399. 88
01-02-89	552, 713. 83	138, 178. 46	8, 404. 28	146, 582. 74
07-01-89	414, 535. 37	138, 178. 46	6, 132. 85	144, 311. 31
01-02-90	276, 356. 91	138, 178. 46	4, 202. 14	142, 380. 60
07-01-90	138, 178. 45	138, 178. 45	2, 044. 28	140, 222. 73
Totals		$1, 381, 784. 59	$316, 047. 32	$1, 697, 831. 91

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ANNEX C

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING AGREEMENT
WITH
THE REPUBLIC OF TURKEY
REPAYMENT SCHEDULE FOR PL 480 NON-CONSOLIDATED DEBT
DUE DURING THE PERIOD JULY 1, 1980, AND JUNE 30, 1981, UNDER PL 480
TITLE I AGREEMENTS

REPAYMENT TERMS

INTEREST: 3 PERCENT PER ANNUM
PRINCIPAL: 5 EQUAL ANNUAL INSTALLMENTS

Installment Due Date	Balance Outstanding	Amount Due		
		Principal	Interest	Total
01-02-81	$153, 531. 62	$0	$1, 739. 02	$1, 739. 02
07-01-81	153, 531. 62	30, 706. 32	2, 271. 43	32, 977. 75
01-02-82	122, 825. 30	0	1, 867. 62	1, 867. 62
07-01-82	122, 825. 30	30, 706. 32	1, 817. 14	32, 523. 46
01-02-83	92, 118. 98	0	1, 400. 71	1, 400. 71
07-01-83	92, 118. 98	30, 706. 32	1, 362. 86	32, 069. 18
01-02-84	61, 412. 66	0	933. 81	933. 81
07-01-84	61, 412. 66	30, 706. 32	908. 5	31, 614. 89
01-02-85	30, 706. 34	0	466. 90	466. 90
07-01-85	30, 706. 34	30, 706. 34	454. 29	31, 160. 63
TOTAL		$153, 531. 62	$13, 222. 35	$166, 753. 97

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ANNEX D

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNITED STATES OF AMERICA PREVIOUSLY RESCHEDULED DEBT DUE AND UNPAID AS OF JUNE 30, 1980 UNDER PL 480 TITLE I AGREEMENTS WITH THE REPUBLIC OF TURKEY SHOWING THE AMOUNT OF CONSOLIDATED AND NON-CONSOLIDATED DEBT

Original Agreement Date and (Annex)	Payment Due Date	Amount Principal	Due Interest	Total	Consolidated Debt (90%)	Non-Consolidated Debt (10%)
12-05-78 (B)	06-30-79	$0	$8,827.36	$8,827.36	$7,944.62	$882.74
12-05-78 (C)	06-30-79	40,867.38	1,655.13	42,522.51	38,270.26	4,252.25
12-05-78 (B)	12-31-79	0	8,827.36	8,827.36	7,944.62	882.74
12-05-78 (C)	12-31-79	40,867.38	1,103.42	41,970.80	37,773.72	4,197.08
04-22-80 (B)	01-02-80	0	10,292.15	10,291.15	9,262.94	1,029.21
04-22-80 (C)	04-01-80	59,242.74	3,043.32	62,286.06	56,057.46	6,228.60
12-05-78 (B)	06-30-80	0	8,827.36	8,827.36	7,944.62	882.74
12-05-78 (C)	06-30-80	40,867.39	551.71	41,419.10	37,277.19	4,141.91
Totals		$181,844.89	$43,127.81	$224,972.70	$202,475.43	$22,497.27

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ANNEX E

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING AGREEMENT
WITH
THE REPUBLIC OF TURKEY
REPAYMENT SCHEDULE FOR PREVIOUSLY RESCHEDULED DEBT DUE AND UNPAID
AS OF JUNE 30, 1980, CONSOLIDATED DEBT

REPAYMENT TERMS

INTEREST: 3 PERCENT PER ANNUM
PRINCIPAL: 8 EQUAL SEMI-ANNUAL INSTALLMENTS

Installment Due Date	Balance Outstanding	Amount Due		
		Principal	Interest	Total
01-02-81	$202,475.43	$0	$5,712.90	$5,712.90
07-01-81	202,475.43	0	2,995.53	2,995.53
01-02-82	202,475.43	0	3,078.74	3,078.74
07-01-82	202,475.43	0	2,995.53	2,995.53
01-02-83	202,475.43	0	3,078.74	3,078.74
07-01-83	202,475.43	0	2,995.53	2,995.53
01-02-84	202,475.43	0	3,078.74	3,078.74
07-01-84	202,475.43	25,309.43	2,995.53	28,304.96
01-02-85	177,166.00	25,309.43	2,693.89	28,003.32
07-01-85	151,856.57	25,309.43	2,246.65	27,556.08
01-02-86	126,547.14	25,309.43	1,924.21	27,233.64
07-01-86	101,237.71	25,309.43	1,497.76	26,807.19
01-02-87	75,928.28	25,309.43	1,154.53	26,463.96
07-01-87	50,618.85	25,309.43	748.88	26,058.31
01-02-88	25,309.42	25,309.42	384.84	25,694.26
Totals		$202,475.43	$37,582.00	$240,057.43

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ANNEX F

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING AGREEMENT
WITH
THE REPUBLIC OF TURKEY
REPAYMENT SCHEDULE FOR PREVIOUSLY RESCHEDULED DEBT DUE AND UNPAID
AS OF JUNE 30, 1980, NON-CONSOLIDATED DEBT

REPAYMENT TERMS

INTEREST: 3 PERCENT PER ANNUM
PRINCIPAL: 4 EQUAL ANNUAL INSTALLMENTS

Installment Due Date	Balance Outstanding	Amount Due		
		Principal	Interest	Total
01-02-81	$22,497.27	$5,624.32	$634.78	$6,259.10
07-01-81	16,872.95	0	249.63	249.63
01-02-82	16,872.95	5,624.32	256.56	5,880.88
07-01-82	11,248.63	0	166.42	166.42
01-02-83	11,248.63	5,624.32	171.04	5,795.36
07-01-83	5,624.31	0	83.21	83.21
01-02-84	5,624.31	5,624.31	85.52	5,709.83
Totals		$22,497.27	$1,647.16	$24,144.43

ANNEX G

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNITED STATES OF AMERICA
PREVIOUSLY RESCHEDULED DEBT DUE DURING THE PERIOD JULY 1, 1980
AND JUNE 30, 1981 UNDER PL 480 TITLE AGREEMENTS
WITH
THE REPUBLIC OF TURKEY
SHOWING THE AMOUNT OF CONSOLIDATED AND NON-CONSOLIDATED DEBT

Original Agreement Date and (Annex)	Payment Due Date	Amount Due		Total	Consolidated Debt (90%)	Non-Consolidated Debt (10%)
		Principal	Interest			
12-22-80 (B)	07-01-80	0	$13,983.88	$13,983.88	$12,585.49	$1,398.39
12-22-80 (C)	10-01-80	59,242.74	1,663.34	60,906.08	54,815.47	6,090.61
12-05-78 (B)	12-31-80	0	8,827.36	8,827.36	7,944.62	882.74
4-22-80 (B)	01-02-81	0	14,292.92	14,292.92	12,863.63	1,429.29
4-22-80 (C)	04-01-81	59,242.75	827.13	60,069.88	54,062.89	6,006.99
12-05-78 (B)	06-30-81	65,387.81	8,827.36	74,215.17	66,793.66	7,421.51
Totals		$183,873.30	$48,421.99	$232,295.29	$209,065.76	$23,229.53

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ANNEX H

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING AGREEMENT
WITH
THE REPUBLIC OF TURKEY
REPAYMENT SCHEDULE FOR PL 480 CONSOLIDATED DEBT
PREVIOUSLY RESCHEDULED DEBT DUE DURING THE PERIOD JULY 1, 1980 AND JUNE 30, 1981

REPAYMENT TERMS

INTEREST: 3 PERCENT PER ANNUM
PRINCIPAL: 8 EQUAL SEMI-ANNUAL INSTALLMENTS

Installment Due Date	Balance Outstanding	Principal	Interest	Total
01-02-81	$209, 065. 76	$0	$611. 68	$611. 68
07-01-81	209, 065. 76	0	1, 714. 87	1, 714. 87
01-02-82	209, 065. 76	0	3, 178. 95	3, 178. 95
07-01-82	209, 065. 76	0	3, 093. 03	3, 093. 03
01-02-83	209, 065. 76	0	3, 178. 95	3, 178. 95
07-01-83	209, 065. 76	0	3, 093. 03	3, 093. 03
01-02-84	209, 065. 76	0	3, 178. 95	3, 178. 95
07-01-84	209, 065. 76	0	3, 093. 03	3, 093. 03
01-02-85	209, 065. 76	26, 133. 22	3, 178. 95	29, 312. 17
07-01-85	182, 932. 54	26, 133. 22	2, 706. 40	28, 839. 62
01-02-86	156, 799. 32	26, 133. 22	2, 384. 21	28, 517. 43
07-01-86	130, 666. 10	26, 133. 22	1, 933. 14	28, 066. 36
01-02-87	104, 532. 88	26, 133. 22	1, 589. 47	27, 722. 69
07-01-87	78, 399. 66	26, 133. 22	1, 159. 89	27, 293. 11
01-02-88	52, 266. 44	26, 133. 22	794. 74	26, 927. 96
07-01-88	26, 133. 22	26, 133. 22	386. 63	26, 519. 85
Totals		$209, 065. 76	$35, 275. 92	$244, 341. 68

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ANNEX I

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING AGREEMENT
WITH
THE REPUBLIC OF TURKEY
REPAYMENT SCHEDULE FOR PL 480 NON-CONSOLIDATED DEBT
PREVIOUSLY RESCHEDULED DEBT DUE DURING THE PERIOD JULY 1, 1980
AND JUNE 30, 1981

REPAYMENT TERMS

INTEREST: 3 PERCENT PER ANNUM
PRINCIPAL: 4 EQUAL ANNUAL INSTALLMENTS

Installment Due Date	Balance Outstanding	Amount Due		
		Principal	Interest	Total
01-02-81	$23, 229. 53	$0	$67. 97	$67. 97
07-01-81	23, 229. 53	5, 807. 38	190. 55	5, 997. 93
01-02-82	17, 422. 15	0	264. 91	264. 91
07-01-82	17, 422. 15	5, 807. 38	257. 75	6, 065. 13
01-02-83	11, 614. 77	0	176. 61	176. 61
07-01-83	11, 614. 77	5, 807. 38	171. 83	5, 979. 21
01-02-84	5, 807. 39	0	88. 30	88. 30
07-01-84	5, 807. 39	5, 807. 39	85. 92	5, 893. 31
Total		$23, 229. 53	$1, 303. 84	$24, 533. 37

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NETHERLANDS

Shipping: Louisiana Offshore Oil Port

Agreement effected by exchange of notes
Signed at Washington March 9 and 16, 1981;
Entered into force November 2, 1981.

The Secretary of State to the Dutch Ambassador

MAR. 9, 1981

EXCELLENCY:

I have the honor to refer to the discussions which have taken place between representatives of our two Governments in connection with the establishment of deepwater ports off the coast of the United States and the jurisdictional requirements of the United States Deepwater Port Act of 1974,[1] and to confirm that the two governments are in agreement that vessels registered in or flying the flag of the Kingdom of the Netherlands and the personnel on board such vessels utilizing the Louisiana Offshore Oil Port (LOOP, Inc.), a deepwater port facility established under the Deepwater Port Act of 1974 for the purposes stated therein, shall, whenever they may be present within the safety zone of such deepwater port, be subject to the jurisdiction of the United States and of the Kingdom of the Netherlands, on the same basis as when in coastal ports of the United States.

It is the understanding of the Government of the United States and of the Government of the Kingdom of the Netherlands that this agreement shall not apply to vessels registered in or flying the flag of the Netherlands merely passing through the safety zone of the Louisiana Offshore Oil Port without calling at or otherwise utilizing the port.

If the foregoing is acceptable to your Government, I have the honour to propose that this Note, together with your reply thereto indicating acceptance, shall constitute an agreement between the United States of America and the Kingdom of the Netherlands, which shall enter into force on the date on which the Government of the United States receives from the Government of the Nether-

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[1] 88 Stat. 2126; 33 U.S.C. § 1501 *et seq.*

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lands notice that the procedures constitutionally required therefor in the Kingdom of the Netherlands have been fulfilled,[2] and shall remain in force until terminated by six months' written notice by either party to the other.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

JAMES FERRER

His Excellency
DR. JAN H. LUBBERS,
Ambassador of the Netherlands.

[2] Nov. 2, 1981.

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The Dutch Ambassador to the Secretary of State

VA/3240

Washington, D.C.
March 16, 1981

Excellency,

I have the honour to acknowledge receipt of your Note of March 9, 1981, the terms of which are as follows:

"I have the honour to refer to the discussions which have taken place between representatives of our two Governments in connection with the establishment of deepwater ports off the coast of the United States and the jurisdictional requirements of the United States Deepwater Port Act of 1974, and to confirm that the two Governments are in agreement that vessels registered in or flying the flag of the Kingdom of the Netherlands and the personnel on board such vessels utilizing the Louisiana Offshore Oil Port (LOOP, Inc.), a deepwater port facility established under the Deepwater Port Act of 1974 for the purposes stated therein, shall, whenever they may be present within the safety zone of such deepwater port, be subject to the jurisdiction of the United States and the Kingdom of the Netherlands, on the same basis as when in coastal ports of the United States.

The Honorable
Alexander M. Haig, Jr.
Secretary of State
Department of State
Washington, D.C. 20520

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It is the understanding of the Government of the United States and of the Government of the Kingdom of the Netherlands that this agreement shall not apply to vessels registered in or flying the flag of the Netherlands merely passing through the safety zone of the Louisiana Offshore Oil Port without calling at or otherwise utilizing the port.

If the foregoing is acceptable to your Government, I have the honour to propose that this Note, together with your reply thereto indicating acceptance, shall constitute an agreement between the United States of America and the Kingdom of the Netherlands, which shall enter into force on the date on which the Government of the United States receives from the Government of the Netherlands notice that the procedures constitutionally required therefor in the Kingdom of the Netherlands have been fulfilled, and shall remain in force until terminated by six months' written notice by either party to the other.

Accept, Excellency, the renewed assurances of my highest consideration."

I have the honour to state that the Netherlands Government agrees to this arrangement and will regard your Note and this reply as constituting an agreement between our two countries, which shall enter into force on the date on which the Government of the Kingdom of the Netherlands notifies the Government of the United States that the procedures constitutionally required therefor in

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the Kingdom of the Netherlands have been fulfilled, and shall remain in force until terminated by six months' written notice by either party to the other.

Accept, Excellency, the renewed assurances of my highest consideration.

J.H. Lubbers
Ambassador of the Netherlands

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JAMAICA

Economic Assistance: Production and Employment

Agreement signed at Kingston January 19, 1981;
Entered into force January 19, 1981.

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LOAN NO. 532-K-014

LOAN AGREEMENT

BETWEEN

THE GOVERNMENT OF JAMAICA

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ACTING THROUGH

THE AGENCY FOR INTERNATIONAL DEVELOPMENT

FOR

PRODUCTION AND EMPLOYMENT LOAN (532-K-014)

Date: January 19, 1981

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PRODUCTION AND EMPLOYMENT LOAN
AGREEMENT
BETWEEN THE
GOVERNMENT OF JAMAICA
AND THE
UNITED STATES OF AMERICA

By this Agreement made and entered into on the 19th day of January, 1981, the Government of Jamaica (hereinafter referred to as the "Borrower"), and the United States of America, acting through the Agency for International Development (hereinafter referred to as "AID"), hereby agree as follows:

Section 1. The Loan

A. The Loan. For the purposes of providing immediate balance of payments support to the Borrower and to stimulate production, exports and employment in Jamaica, AID, pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to lend the Borrower under the terms of this Agreement not to exceed Forty Million United States Dollars ($40,000,000) ("Loan"). The aggregate amount of disbursements under the Loan shall be referred to herein as "Principal".

B. Interest. The Borrower will pay to AID interest which will accrue at the rate of two percent (2%) per annum for ten (10) years following the date of the first disbursement hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date (as defined in Section 5) of each respective disbursement, and will be payable semi-annually. The first payment of interest will be due and payable

[1] 75 Stat. 424; 22 U.S.C. § 2151.

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no later than six (6) months after the first disbursement hereunder, on a date to be specified by AID.

C. Repayment. The Borrower will repay to AID the Principal within twenty (20) years from the date of the first disbursement of the Loan in twenty-one (21) approximately equal semi-annual installments of Principal and interest. The first installment of Principal will be payable nine and one-half (9½) years after the date on which the first interest payment is due in accordance with Subsection B. AID will provide the Borrower with an amortization schedule in accordance with this Subsection after the final disbursement under the Loan.

D. Application, Currency, and Place of Payment. All payments of interest and Principal hereunder will be made in U.S. Dollars and will be applied first to the payment of interest due and then to the repayment of Principal. Except as AID may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D.C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

E. Prepayment. Upon payment of all interest and any refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Unless AID otherwise agrees in writing, any such prepayment will be applied to the installments of Principal in the inverse order of their maturity.

F. Renegotiation of Terms.

(i) The Borrower and AID agree to negotiate, at such time or times as either may request, an acceleration of the repayment

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of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of Jamaica, which enable the Borrower to repay the Loan on a shorter schedule.

(ii) Any request by either party to the other to so negotiate will be made pursuant to Section 11, and will give the name and address of the person or persons who will represent the requesting party in such negotiations.

(iii) Within thirty (30) days after delivery of a request to negotiate, the requested party will communicate to the other, pursuant to Section 11, the name and address of the person or persons who will represent the requested party in such negotiations.

(iv) The representatives of the parties will meet to carry on negotiations no later than thirty (30) days after delivery of the requested party's communication under subsection (iii). The negotiations will take place at a location mutually agreed upon by the representatives of the parties, provided that, in the absence of mutual agreement, the negotiations will take place at the office of Borrower's Ministry of Finance in Jamaica.

G. Termination on Full Payment. Upon payment in full of the Principal and any accrued interest, this Agreement and all obligations of the Borrower and AID under it will cease.

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Section 2. Conditions Precedent to Disbursement.

A. First Disbursement. Prior to the first disbursement under this Agreement, or to the issuance by AID of documentation pursuant to which disbursement will be made, the Borrower will, except as AID may otherwise agree in writing, furnish to AID, in form and substance satisfactory to AID:

(i) an opinion of the Attorney General of the Borrower that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Borrower and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms; and

(ii) a statement of the name or names of the persons holding or acting in the office of the Borrower specified in Section 12, and a specimen signature of each person specified in such statement.

B. Subsequent Disbursements.

Prior to disbursement under this Agreement, or to the issuance of documentation pursuant to which disbursement will be made, in excess of $10,000,000, the Borrower will, except as AID may otherwise agree in writing, furnish or cause to be furnished to AID, in form and substance satisfactory to AID, a letter from the Management of the International Monetary Fund (IMF) indicating that the economic program outlined in the Letter of Intent of the Borrower is a satisfactory basis for the

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Management of the IMF to recommend to the Executive Board of the IMF that a standby or extended fund facility agreement be established for the Borrower.

Section 3. Notification of Satisfaction of Conditions Precedent. When AID has determined that the conditions precedent specified in Section 2 have been met, AID will promptly notify the Borrower.

Section 4. Terminal Dates for Conditions Precedent.

A. First Disbursement. If the conditions specified in Section 2.A. have not been met within sixty (60) days from the date this Agreement is made and entered into, or such later date as AID may agree in writing, AID, at its option, may terminate this Agreement by written notice to the Borrower.

B. Subsequent Disbursements. If the conditions specified in Section 2.B. have not been met within ninety (90) days from the date of this Agreement, or such later date as AID may agree to in writing, AID, at its option, may cancel the then undisbursed balance of the Loan, and may terminate this Agreement by written notice to the Borrower. In the event of such termination, the Borrower will repay immediately the Principal then outstanding and any accrued interest; on receipt of such payments in full, this Agreement and all obligations of the Borrower and AID will terminate.

Section 5. Disbursement. Disbursement of the funds made available under this Agreement will be made in two installments pursuant to requests for disbursement by the Borrower and subsequent to satisfaction of the Conditions Precedent to disbursement under Section 2. Each request for disbursement

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will be submitted to the Mission Director, USAID Mission to Jamaica, in a form and in substance satisfactory to AID. In accordance with each request for disbursement, AID will deposit the funds into an account of the Borrower at a United States bank in the United States designated by the Borrower.

Section 6. Terminal Date for Requesting Disbursement. The terminal date for requesting disbursements of funds will be six (6) months from the date this Agreement was made and entered into, except as AID may otherwise agree in writing.

Section 7. Use of Local Currency. The Borrower agrees that currency of Jamaica equivalent in amount to the United States dollar disbursements hereunder shall be allocated within the Borrower's 1981-1982 budget and shall be disbursed during the period from April 1, 1981, through March 31, 1982, to finance the local currency cost of development programs in Jamaica. The highest rate of exchange which is not unlawful in Jamaica on the date of dollar disbursements shall be used in determining the total amount required to be so allocated. Allocation of these funds will be for programs agreed upon by the Borrower and AID. The Borrower will submit to AID Quarterly Activity Status Reports which will show actual disbursements by the Borrower on a Project by Project basis.

Section 8. Taxation. This Agreement and the amount to be loaned hereunder shall be free from any taxation or fees imposed under any laws in effect within Jamaica.

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Section 9. Use of Funds.

A. Ineligible Procurement. The United States dollar funds provided hereunder shall be available as free foreign exchange assets of the Borrower. However, the Borrower agrees that such funds shall not be used to finance military requirements of any kind including the procurement of commodities or services for military purposes and shall not be used to finance non-food consumer goods.

B. U.S. Imports. The Borrower agrees that within twelve (12) months of the date of each disbursement by AID of U.S. dollar funds under this Agreement, the Borrower shall import or cause to be imported into Jamaica goods and/or services from the United States in an amount at least equivalent to the amount of each such disbursement. Documentation evidencing imports attributed to the funds provided under this Agreement shall be retained by the Bank of Jamaica as part of its files related to this Agreement and shall be available for review and/or audit in accordance with Section 10 hereof.

C. Commodity Reports. The Borrower agrees to submit to AID within 12 months of each disbursement under this Agreement, a list of the commodities imported, against which the Borrower attributed the United States dollar loan proceeds.

Section 10. Records. The Borrower agrees to maintain financial records relating to the utilization of U.S. dollar funds loaned by AID under this Agreement, and to local currency funds allocated pursuant to this Agreement, by use of the Borrower's usual accounting procedures, which shall follow generally accepted accounting procedures. All such financial records shall be maintained for at least three years after the final disbursement, and shall

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be made available at any reasonable time to authorized representatives of AID for the purpose of examination and inspection.

Section 11. Communications. Any notice, request, document or other communication submitted by either party to the other under this Agreement will be in writing or by telegram, cable or radiogram, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Borrower
Mail Address:
The Financial Secretary
Ministry of Finance
30 National Heroes Circle
Kingston 4.

To AID
Mail Address:
USAID Mission to Jamaica
American Embassy Kingston
Kingston, Jamaica
Alternate Address for Cables:

Section 12. Representatives. For all purposes relevant to this Agreement, the Borrower will be represented by the individual holding or acting in the office of the Minister of Finance, and AID will be represented by the individual holding or acting in the office of the Mission Director, USAID Mission to Jamaica, each of whom, by written notice, may designate additional representatives. The names of the representatives of the Borrower, with specimen signatures, will be provided to AID, which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

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IN WITNESS WHEREOF, the Government of Jamaica and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF JAMAICA [1]

By: _____

Title: Minister of Finance and Planning

UNITED STATES OF AMERICA

By: _____ [2]

Title: U.S. Ambassador to Jamaica

UNITED STATES OF AMERICA

By: Glenn O. Patterson [3]

Title: Director, United States AID Mission to Jamaica

[1] Eward P. G. Seaga.
[2] Loren E. Lawrence.
[3] Glenn O. Patterson.

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MALAWI

Agricultural Commodities

Agreement signed at Blantyre December 30, 1980;
Entered into force December 30, 1980.
With minutes of negotiation.
And amending agreement
Effected by exchange of notes
Dated at Lilongwe May 22, 1981;
Entered into force May 22, 1981.

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AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF MALAWI
FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Malawi.

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Government of the Republic of Malawi (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended [1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

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[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

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PART I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and
2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit

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the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

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ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The Currency Use Payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for Currency Use Payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsections 104(a), (b), (e), and (h) of the Act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the Currency Use Payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the

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exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the Initial Payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year shall be paid as follows:

a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary

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date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two Governments.

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2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the Currency Use Payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.

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G. Computations

The computation of the Initial Payment, Currency Use Payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement; or

2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In

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implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.

3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and

4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

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C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received;

2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;

3. a statement of the measures it has taken to implement the provisions of Sections A 2 and 3 of this Article; and

4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of

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the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,

2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and

3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

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2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this Section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in Subsection 103(1) of the Act.

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PART II. PARTICULAR PROVISIONS

Item I. Commodity Table

Commodity	Supply Period (U.S. FY)	Approximate Max. Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Corn	1981	32,600	Dollars 5.0

Item II. Payment Terms: Convertible local currency credit (40 years)

(1) Initial payment - five (5) per cent.

(2) Currency use payment - ten (10)per cent.

(3) Number of installment payments - thirty-one (31).

(4) Amount of each installment payment - approximately equal annual amounts.

(5) Due date of first installment payment - ten (10) years after the date of last delivery of commodities in each calendar year.

(6) Initial interest rate - two (2) per cent.

(7) Continuing interest rate - three (3) per cent.

Item III. Usual Marketing Table

Commodity	Import Period (U.S. FY)	Usual Marketing Requirement
Feedgrains	1981	NONE

Item IV. Export Limitations

(A) The export limitation period shall be U.S. Fiscal Year 1981 and/or any subsequent U.S. fiscal year during which commodities financed under this Agreement are being imported or utilized.

(B) For the purposes of part I, article III A (4) of this Agreement, the commodities which may not be exported are: For feedgrains -- corn, cornmeal, barley, sorghum, rye, oats, and other feedgrains, including mixed feeds containing predominantly

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such grains.

Item V. Self-Help Measures

(A) The Government of the importing country agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

(B) The Government of the importing country agrees to undertake the following and in doing so to provide adequate financial, technical, and managerial resources for their implementation.

(1) Agricultural Information System

A. Adopt procedures to improve crop forecasting by upgrading the accuracy of the data base and timeliness of the publication of the forecast.

B. Adopt procedures to collect and compile data regarding foodgrain production which is marketed through licensed dealers but not handled by ADMARC.

(2) Training

Increase the number of refresher training opportunities offered to the agricultural extension agents.

(3) Price Support Program

A. Establish agricultural prices at levels to maintain a reasonable return to the producer.

B. Improve existing and invest in additional food storage facilities as required to insure an effective and economic management and control of foodgrain stocks and distribution systems to minimize fluctuation in producer and consumer prices.

(4) Research and Extension

Coordinate the research efforts of the agricultural research centers with the section of the Ministry of Agriculture and Natural Resources responsible for agricultural extension.

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(5) Agricultural Productivity

A. Increase the number of outlets that supply improved inputs (seeds, fertilizer, pesticides and implements) directly to small farmers. The intent of this activity is to provide rural distribution centers located closer to concentrations of small farmers.

B. Promote the production and distribution of improved seeds. This could include the identification and training of small farmers so that they can produce improved seed for certification.

(6) Special Studies

A. Assess the need to establish and/or strengthen an office within the Government for reviewing agricultural price series data on retail prices of agricultural inputs and a wholesale and retail consumer price index of agricultural products.

B. Use this assessment to establish and/or strengthen an office that would use the information to determine policy guidelines for price incentives for foodgrains as a part of the price stabilization efforts.

Item VI. Economic development purposes for which proceeds accruing to importing country are to be used:

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement and for the following development sector: (Agriculture and rural development) in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes

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emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

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PART III - FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

B. This agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Blantyre , in duplicate, this thirtieth Day of December, 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By: Robert M. Maxim

Title: Charge d'Affaires a.i.

FOR THE GOVERNMENT OF THE REPUBLIC OF MALAWI

By E. Bakili Muluzi, M. P.

Title: Minister Without Portfolio

TIAS 10134

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Minutes of the Negotiating Meeting

Between the Parties to the Proposed

P.L. 480, Title I, U.S. Fiscal Year

1981 Corn Sales Agreement

Date: 9 December 1980

Place: Ministry of Finance, Lilongwe, Malawi

Attending:

Government of Malawi Delegation:

Mr. A. Y. Bobe	Principal Economist Economic Planning Division Office of the President and Cabinet
Mr. J. Kalaile	Senior Deputy Secretary, Ministry of Justice
Mr. G. K. Kayira	Economist, Economic Planning Division Office of the President and Cabinet
Mr. C. Chanthunya	Economist, Ministry of Finance
Mr. J. Khonyongwa	Economist, Ministry of Agriculture
Mr. G. C. Msonthi	Chief Account, ADMARC

Government of the United States of America Delegation:

Mr. Robert M. Maxim	Charge d'Affaires a.i. U. S. Embassy Lilongwe

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Mrs. Vivian L.C. Anderson	U.S.A.I.D. Representative, Lilongwe, Malawi
Mr. H. Peters Strong	Regional P.L. 480 Officer Regional Economic Development Service Office - A.I.D. Nairobi, Kenya
Mr. Jon O'Rourke	Regional P.L. 480 Officer, A.I.D. Lusaka, Zambia

The purpose of the meeting between representatives of the Government of Malawi and the Government of the United States of America was the negotiation of a United States Fiscal Year 1981 (1 October 1980 to 30 September 1981) Agricultural Commodity Sales Agreement for U. S. Dollars 5.0 Million of yellow corn under U. S. Public Law 480, Title I.

The Malawi Delegation explained that notwithstanding the efforts of the Government of Malawi and the people of Malawi to increase agricultural production, unfavorable climatic conditions persisted over a period of time in parts of Malawi effecting agricultural production especially maize (corn). Although generally self-sufficient and occasionally an exporter of maize, the Government of Malawi, economically constrained by increasing costs of energy and other items essential to development, has sought temporary assistance to meet

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urgent food requirements through the transfer of resources under the terms of the U.S. P.L. 480, Title I Program.

The American Delegation expressed its understanding of the efforts that the Government of Malawi and the people of Malawi have sustained to improve and increase agricultural production and its recognition of the effects of unfavorable weather patterns in Malawi and other constraints that have led the Government of Malawi to seek a transfer of resources under the terms of a U.S. P.L. 480, Title I agricultural commodity sales agreement.

The American Delegation explained that:

A. The Agreement was for the sale of U.S. (yellow) corn not to exceed the U.S. market value of U.S. $5.0 million which was calculated to be 32,600 metric tons; that if the price of corn in the U.S. increases over that calculated i.e. 32,600 MT, the quantity of corn to be financed under this Agreement would be less than 32,600 MT. However, should the price of corn in the United States be lower at the time of purchase up to U.S. $5.0 million worth of U.S. corn may be purchased.

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B. The supply period stated in the Agreement and the period in which the corn may be purchased is U.S. fiscal year 1981 (FY-1981) which is from 1 October 1980 through 30 September 1981; delivery of commodity is defined as FOB/FAS U.S. port of loading.

C. Upon signing the Agreement the Government of Malawi is to make an early request for a Purchase Authorization from the U.S. Department of Agriculture. Under current U.S. regulatory and legislative requirements this Purchase Authorization would be issued promptly upon the determination of the U.S. Secretary of Agriculture that 1) there were sufficient corn inventories in the U.S. to meet domestic demands including reserves and commercial exports; 2) at the time of delivery adequate storage facilities will be available in Malawi and at the port of vessel discharge to prevent the spoilage or waste of the commodity; and 3) the distribution of the commodity in Malawi will not result in a substantial disincentive to or interference with domestic marketing.

D. Upon signing the Agreement the Government of Malawi should act expeditiously in all matters pertaining to the purchase and shipment of the corn in order to meet the requirements of the Government of Malawi within the supply period.

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E. Purchase of the corn under this Agreement will be made on the basis of invitation for bids publically advertized in the United States and on the basis of bid offerings which comply to the invitation to bid. Bid offerings must be received and publically opened in the United States. All awards under invitations to bid will be consistant with open, competitive and responsive bid procedures.

F. Commissions, fees or other payments to selling/ shipping agents are prohibited in the purchase of food commodities under the Agreement.

G. At least 50 percent of the corn purchased under the Agreement must be shipped on U.S. flag vessels, if available, at fair and reasonable rates;

H. The Government of Malawi must open operable Letters of Credit for 100 percent of both commodity and ocean freight and confirmed by U.S. Commercial Bank(s) as soon as commodities are purchased and ocean freight booked. It was further explained that commodity and ocean freight suppliers may refuse to load vessels when acceptable Letters of Credit for commodity and ocean freight are

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not available. This can result in costly claims for account of the Government of Malawi by commodity suppliers and vessel owners.

I. Reporting on a timely basis is an essential part of this Agreement. Quarterly compliance reports, arrival reporting, self-help and sales proceeds reporting are required. The Government of the United States of America is concerned that reports on self-help measures under this Agreement are submitted to the U.S.A.I.D. not later than 15 November 1981 for transmittal to Washington not later than 15 December 1981.

J. This Agreement contains specific export limitations. These limitations are imposed for the supply period U.S. FY-1981 and, if commodities purchased under this Agreement were not utilized during this supply period the export limitations would apply to the supply period of U.S. FY-1982.

K. That emphasis for the use of the sales proceeds accruing to the Government of Malawi from the sale in Malawi of these commodities purchased under this Agreement shall be for the purposes which directly improve the

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lives of the poorest in Malawi and their capacity to participate in the development of this country. Greatest emphasis is required to be placed on the use of such proceeds to carry-out programs of agricultural development, rural development.

L. Local currency sales proceeds to be utilized for financing the self-help measures set-forth in the Agreement will be equal to the amount disbursed by the Government of the United States of America converted to local currency at the most favorable exchange rate on the date(s) of disbursement by the Government of the United States.

The Malawi Delegation requested minor modification in the self-help language in Part II, Item V of the Agreement. The American Delegation agreed to seek Washington's approval of these modifications.

The Malawi Delegation explained that maize producers have the option of selling their crop in an open, free market or to the parastatal, The Agricultural Marketing Corporation (ADMARC), at a posted floor price. ADMARC

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sells to licensed wholesalers or in small quantities to consumers. In this capacity ADMARC plays a role in price stabilization. Commercial mills buy from producer and/or ADMARC and sell to wholesalers and consumer at government/controlled prices. Exports are controlled by licenses. Hoarding which might create other parallel markets is illegal and policed.

The Malawi Delegation assured the U. S. Delegation that:

A. Upon signing the Agreement representative(s) would be sent to Washington with appropriate information and authority to ensure timely implementation of Agreement.

B. Appropriate measures would be taken to open in a timely manner operable Letters of Credit for both commodity and ocean freight.

C. If the Government of Malawi nominates a purchasing or shipping agent to assist in the procurement of the commodities and to arrange ocean freight under the Agreement, the Government of Malawi will notify the General Sales Manager, Foreign Agricultural Services, U. S.

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Department of Agriculture, in writing, of such nomination and provide a copy of the proposed agency agreement for approval in accordance with registory standards designed to eliminate certain potential conflicts of interest.

D. Operable Letters of Credit for both commodity and ocean freight would be opened in a timely manner.

E. Adequate facilities exist at the port of vessel unloading and within Malawi to minimize losses due to storage and handling.

F. Provision of U.S. $5.0 million in corn under Title I will not be a disincentive to agricultural production in Malawi.

It was agreed that these minutes would be initialed by the signers of the Agreement at the time the Agreement is signed and that these minutes will become part of the Agreement.

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The Negotiating Meeting was concluded at 13:00 hours,
9 December 1980.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

30 December 1980
Date

Initials

FOR THE GOVERNMENT OF THE
REPUBLIC OF MALAWI

30 December 1980
Date

Initials

Robert M. Maxim
Charge d'Affaires, a.i.

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[AMENDING AGREEMENT]

The Malawian Ministry of External Affairs to the American Embassy

NOTE NO. 50

The Ministry of External Affairs of the Republic of Malawi presents its compliments to the Embassy of the United States of America and has the honor to refer to the Agricultural Commodity Agreement signed by Representatives of our two Governments on December 30, 1980 and to propose that Part II Particular Provisions, be amended as follows:

Under Item I, Commodity Table: on the line entitled "Corn" and under the appropriate column headings change "32,600" to "13,200" and change "5.0" to "2.4".

All other terms and conditions of the December 30, 1980 Agreement remain the same. If the foregoing is acceptable to your Government the Ministry proposes that this note and your reply thereto constitute an Agreement between our two Governments effective the date of your note in reply.

The Ministry of External Affairs of the Republic of Malawi avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

LILONGWE
22nd May, 1981

TIAS 10134

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The American Embassy to the Malawian Ministry of External Affairs

NOTE NO. 057

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of the Republic of Malawi and has the honor to refer to the Agricultural Commodity Agreement signed by Representatives of our two Governments on December 30, 1980 and to accept the request in your Note No. 50 that Part II Particular Provisions, be amended as follows:

> Under Item I, Commodity Table: on the line entitled "Corn" and under the appropriate column headings change "32,600" to "13,200" and change "5.0" to "2.4".

All other terms and conditions of the December 30, 1980 Agreement remain the same.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of External Affairs of the Republic of Malawi the assurance of its highest consideration.

[SEAL]

EMBASSY OF THE UNITED STATES OF AMERICA
LILONGWE, *May 22, 1981*

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AUSTRIA

Atomic Energy: Loss of Fluid Test (LOFT) and Power Burst Facility (PBF) Research Programs

Agreement extending the agreements of February 25 and March 3, 1977.
Effected by exchange of letters
Signed at Vienna and Washington March 18 and April 9, 1981;
Entered into force April 9, 1981;
Effective March 3, 1981.

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The Scientific and Administrative Managing Directors, Austrian Research Center, to the Executive Director for Operations, Nuclear Regulatory Commission

Österreichisches
Forschungszentrum Seibersdorf Ges.m.b.H.
(vormals Österreichische Studiengesellschaft für Atomenergie Ges.m.b.H.)
Austrian Research Centre Seibersdorf

Lenaugasse 10 · A-1082 WIEN · Austria

Mr. William J. Dircks
Executive Director for Operation
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Washington D.C. 20555
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Telex: 014/363
Bankverbindungen
CA-Bankverein: 26-34343/02
E. ö. Spar-Casse: 012-10122
Österr. Länderbank: 106-100-432

Ihr Zeichen	Ihre Nachricht vom	Unser Zeichen	Sachbearbeiter	Telefon (Durchwahl)	Datum
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Betreff:
Safety research agreement USNRC - ÖFZS

Dear Mr. Dircks,

we are very pleased to refer to two reactor safety research agreements signed on march 3, 1977[1] between the United States Nuclear Regulatory Commission (USNRC) and the Österreichisches Forschungszentrum Seibersdorf Ges.m.b.H. (OFZS: formerly Studiengesellschaft für Atomenergie, SGAE):

1. The agreement on research participation and technical exchange in the USNRC LOFT research program covering a 4-year period, and
2. the agreement on research participation and technical exchange in the USNRC PBF research program covering a 4-year period.

It is appreciated that these agreements have provided for a successful participatory effort by the OFZS in two important USNRC research programs by which significant benefits have been gained by austrian nuclear safety personnel in the development and application of nuclear safety analysis methods for the licensing and regulation of light water nuclear power reactors.

In the light of the potential for new initiatives later this year in regard to the use of nuclear power in the republic of austria the OFZS would welcome an extension of the two research participation agreements mentioned above, as a way of helping to maintain and further develop our nuclear safety analysis capabilities. It is proposed that the two agreements be extended for a period of 6 months on the basis of OFZS technical in-kind contributions as delineated in attachments 1 and 2 to this letter, with the possibility for later extension of the agreements under mutually acceptable terms and conditions.

[1] Signed Feb. 25 and Mar. 3, 1977. TIAS 8685, 8686; 28 UST 6721, 6733.

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...gal meets with the approval of the United States ... Regulatory Commission, this letter and your affirmative ... shall constitute an official agreement by the USNRC and ÖFZS for the 6-months extension of the above-mentioned ÖFT and PBF agreements, effective as of March 3, 1981.

Very truly yours

Österreichisches
Forschungszentrum Seibersdorf
Ges.m.b.H.

2 Attachments

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ATTACHMENT 1

OFZS IN-KIND CONTRIBUTIONS TO THE LOFT PROGRAM

The following technical contributions will be provided by the OFZS to NRC during the period covered under this 6-month extension agreement:

1. Completion of Ongoing Tasks:

   a. Steam-Water Mixer for Blowdown Loop: Design, fabricate, inspect, and provide to EG&G Idaho a stainless steel steam-water mixer for subsequent use in the LOFT Technical Support Facility Blowdown Loop. Provide as-built drawings and design specifications. Provide inspection records to confirm compliance with design.

   b. LOFT Standard Problem Description Document: Compile and organize a LOFT standard problem description document, to be used as a general reference for calculations of all small to large size break experiments.

   c. Autoclave Testing of Optical Materials: Completion of report of autoclave tests performed by the OFZS on optical window and insulator materials for the LOFT program.

   d. Equipment Technical Specification Monitor: Development of a means by which the operator can obtain equipment technical specification information interactively from a computer terminal. The output of this task shall be a program, or the necessary algorithms to create a program in FORTRAN IV for the ODDS computer.

2. Performance of Tests in the OFZS Air-Water Mass Flow Test (ZMT) Loop: Mass flow test measurements will be performed in the ZMT loop based on a test matrix to be specified by the OFZS and NRC/EG&G Idaho within 6 weeks after this extension agreement comes into force.

3. Provision for Four Man Months Technical Support to the LOFT Au Operator Capability Program

   The details of this work support will be specified by the NRC/EG&G Idaho within 6 weeks after this extension agre into force.

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ATTACHMENT 2

OFZS IN-KIND CONTRIBUTION TO THE PBF PROGRAM

The following technical contribution will be provided by the OFZS to the NRC during the period covered under this 6-month extension agreement:

BALOON Code Model Development: The BALOON code, as part of the FRAP-T fuel rod behavior code, describes fuel rod ballooning behavior during a loss of coolant accident. The OFZS will provide technical support for completing on-going developmental work to improve the models for (a) steam temperature, (b) circumferential heat conduction in the cladding, (c) radiation heat transfer between fuel and cladding, and (d) temperature variation in the heater during ballooning experiments using electrically heated rods. The BALOON code will permit analytical comparisons between the results from in-pile loss-of-coolant tests and out-of-pile electrically-heated rod tests. Completion of the model development work specified above will include completion of an associated report.

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The Executive Director for Operations, Nuclear Regulatory Commission, to the Scientific and Administrative Managing Directors, Austrian Research Center

UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555

April 9, 1981

Dr. Peter Koss
Scientific Managing Director
and
Diplom Kaufmann Wolfgang Baderle
Administrative Managing Director
Austrian Research Center Seibersdorf
Osterreichisches
Forschungszentrum Seibersdorf Ges.m.b.H
Lenaugasse 10, A-1082 WIEN
Austria

Gentlemen:

I am pleased to refer to your letter of March 18, 1981 proposing a 6-month extension of the LOFT and PBF research participation and technical exchange agreements between the Osterreichisches Forschungszentrum Seibersdorf Ges.m.b.H. (OFZS) and the United States Nuclear Regulatory Commission (USNRC).

The USNRC agrees with the OFZS regarding the desirability of such an extension of the above-mentioned agreements and is pleased to accept the proposal to do so as expressed in the above referenced letter.

Sincerely,

William J. Dircks
Executive Director for Operations

TIAS 10135

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PERU

Cultural Property: Recovery and Return

Agreement signed at Lima September 15, 1981;
Entered into force September 15, 1981.

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AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND THE REPUBLIC OF PERU
FOR THE RECOVERY AND RETURN OF STOLEN
ARCHAEOLOGICAL, HISTORICAL AND CULTURAL PROPERTIES

The United States of America and the Republic of Peru,

Recognizing the importance of protecting the cultural heritage of the Americas,

With the mutual desire to encourage the protection, study and exhibition of properties of archaeological, aesthetic, historical, or cultural importance, and

Desirous of increasing the cooperation between their respective law enforcement authorities for the recovery and return of objects of outstanding artistic or historic merit when stolen,

Have agreed as follows:

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ARTICLE I

1. The Parties undertake individually and, as appropriate, jointly (a) to facilitate the circulation and exhibition in both countries of archaeological, historical and cultural properties in order to enhance the mutual understanding and appreciation of the artistic and cultural heritage of the two countries; (b) to deter illicit excavations of archaeological sites and the theft of archaeological, historical or cultural properties; and (c) to stimulate the discovery, excavation, preservation and study of archaeological sites and materials by qualified scientists and scholars.

2. As used in this Agreement, "archaeological, historical and cultural properties" mean:

(a) art objects and artífacts of the pre-Columbian cultures of the two countries, including architectural features, sculptures, pottery pieces, metalwork, textiles and other vestiges of human activity, or fragments thereof;

(b) art objects and religious artifacts of the colonial periods of the two countries, or fragments thereof; and

(c) documents from official archives of federal, state or municipal governments or their instrumentalities for the period prior to 1920;

that are, pursuant to the laws of the respective Parties, the property of federal, state, or municipal governments or their instrumentalities or of religious organizations on whose behalf such governments or instrumentalities may act.

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ARTICLE II

1. Each Party shall inform the other of thefts of archaeological, historical, or cultural properties of which it has knowledge when it has reason to believe that the objects stolen are likely to be introduced into international trade. In doing so, it shall furnish sufficient descriptive information to enable the other Party to identify the objects. Upon receipt of such information, the other Party, through its customs organization or otherwise as appropriate and with the assistance of the informing Party, shall take such actions as may be lawful and practicable to detect the entry of such objects into its territory and to locate such objects within its territory. If the other Party locates objects which appear to meet the description of those reported stolen, it shall provide the informing Party with all available information concerning their location and the steps which would have to be taken to secure their return, assuming that it can be demonstrated that they have been stolen.

2. At the request of the other Party, each Party shall employ the legal means at its disposal to recover and return from its territory stolen archaeological, historical and cultural properties that have been removed from the territory of the requesting Party.

3. Requests for the recovery and return of specific archaeological, historical and cultural properties shall be made through diplomatic channels. The requesting Party shall furnish, at its expense, documentation and other evidence necessary to establish its claim to the archaeological, historical or cultural properties.

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4. If the requested Party obtains the necessary legal authorization, it shall return the requested archaeological, historical or cultural properties to the persons designated by the requesting State. If, however, it fails to achieve such authorization, it shall do everything possible to protect the legal rights of the requesting Party and facilitate its bringing a private action for return of the property.

5. The Parties, through the posting of signs, distribution of pamphlets or such other means as either may select, shall endeavor fully to inform persons entering or leaving their territories of the laws of each of the Parties with respect to archaeological, historical or cultural properties and of any specific procedures or requirements established by the Parties in relation thereto.

ARTICLE III

All expenses incident to the return and delivery of an archaeological, historical or cultural property shall be borne by the requesting Party.

ARTICLE IV

This Agreement shall enter into force upon signature. It may be terminated by either of the Parties thirty days after that Party transmits written notice of intention to terminate to the other Party.

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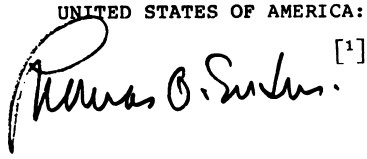
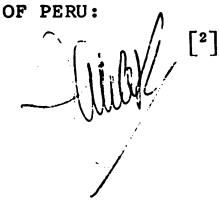
DONE AT Lima, this 15th day of September, 1981, in the English and Spanish languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:



[1]

FOR THE GOVERNMENT OF THE REPUBLIC OF PERU:



[2]

[1] Thomas O. Enders.
[2] Javier Arias Stella.

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CONVENIO ENTRE
LOS ESTADOS UNIDOS DE AMERICA Y LA REPUBLICA DEL PERU
PARA LA RECUPERACION Y DEVOLUCION DE
BIENES ARQUEOLOGICOS, HISTORICOS Y CULTURALES
QUE HAYAN SIDO ROBADOS

Los Estados Unidos de América y la República del Perú,

Reconociendo la importancia de proteger el patrimonio cultural de las Américas,

Con el mutuo deseo de promover la protección, estudio y la exhibición de bienes de valor arqueológico, artístico, histórico y cultural, y

Deseosos de incrementar la cooperación entre las respectivas autoridades para la recuperación y devolución de objetos robados de significativa importancia artística e histórica,

Han acordado lo siguiente:

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ARTICULO I

1. Las Partes se comprometerán individualmente y, de considerarlo apropiado, conjuntamente, a (a) facilitar la circulación y exhibición en ambos países de bienes arqueológicos, históricos y culturales a fin de alentar la mutua comprensión y apreciación de la herencia artística y cultural de los mismos, (b) prevenir las excavaciones ilícitas en lugares arqueológicos y el robo de bienes arqueológicos, históricos y culturales, y, (c) estimular el descubrimiento, excavación, preservación y estudios de lugares y materiales arqueológicos entre científicos y estudiosos calificados.

2. Para los efectos de este Convenio, "bienes arqueológicos, históricos y culturales" se denominan:

(a) los objetos de arte y artefactos de las culturas precolombinas de ambos países, incluyendo elementos arquitectónicos, esculturas, piezas de cerámica, trabajos de metal, textiles y otros vestigios de la actividad humana, o fragmentos de éstos;

(b) los objetos de arte y artefactos religiosos de la época colonial de ambos países, o fragmentos de los mismos; y

(c) documentos provenientes de los archivos oficiales de gobiernos federales, estatales o municipales o de sus agencias correspondientes al período de tiempo anterior a 1920;

que sean, de acuerdo con las leyes de las respectivas Partes, de propiedad de los gobiernos federales, estatales o municipales o de sus agencias, o de propiedad de organizaciones religiosas a favor de las cuales tales gobiernos o agencias están facultadas para actuar.

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ARTICULO II

1. Cada Parte deberá informar a la otra de los robos de bienes arqueológicos, históricos y culturales de que tenga conocimiento, cuando exista razón para creer que dichos objetos serán probablemente introducidos en el comercio internacional. En tal caso, deberá presentarse suficiente información descriptiva que permita a la otra Parte identificar los objetos. Al recibo de tal información, la otra Parte, mediante su organización aduanera u otra apropiada, y con la asistencia de la Parte informante, deberá tomar las acciones que sean legales y factibles para detectar el ingreso de tales objetos en su territorio y localizar tales objetos dentro de su territorio. Si la otra Parte localiza los objetos que presenten las características de los que fueron reportados, deberá proporcionar a la Parte informante toda la información disponible sobre su ubicación y los pasos que deberán ser tomados para asegurar su retorno, a condición de que pueda demostrarse que fueron sustraídos ilegalmente.

2. A pedido de una Parte, la otra empleará los medios legales a su disposición para recuperar y devolver desde su territorio, los bienes arqueológicos, históricos y culturales que han sido sustraídos del territorio de la Parte solicitante.

3. Los pedidos para la recuperación y devolución de bienes arqueológicos, históricos y culturales específicos deberán formalizarse por las vías diplomáticas. La Parte solicitante deberá proporcionar, a su costo, la documentación y otra evidencia necesaria que fundamenten sus derechos sobre los bienes arqueológicos, culturales o históricos.

4. Si la Parte requerida obtiene la autorización legal necesaria, deberá retornar los bienes arqueológicos, históricos y culturales solicitados a las personas designadas por el Estado solicitante. Sin embargo, de no obtener

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la autorización mencionada, hará todo lo posible a fin de proteger los derechos legales de la Parte solicitante y facilitar el acceso de ésta a una acción privada para el retorno de los bienes.

5. Las Partes procurarán informar ampliamente, mediante la colocación de letreros, distribución de folletos y otros medios que uno ú otro seleccione, a las personas que ingresan o salen de sus territorios, de las leyes de cada una de las Partes con respecto a sus bienes arqueológicos, históricos o culturales y de cualquier procedimiento o requerimiento específico establecido por las Partes en relación con los mismos.

ARTICULO III

Todos los gastos ocasionados para la recuperación y devolución de los bienes arqueológicos, históricos y culturales deberán ser sufragados por la Parte solicitante.

ARTICULO IV

Este Convenio entrará en vigor al momento de ser suscrito. Podrá ser dado por terminado por cualquiera de las Partes treinta días después de que una de las Partes notifique por escrito a la otra su intención de darlo por concluído.

HECHO EN Lima, el 15 de septiembre de 1981, en inglés y español, siendo ambos textos igualmente auténticos.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

POR EL GOBIERNO DE LA REPUBLICA DEL PERU:

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MEXICO

Atomic Energy: Technical Information Exchange and Cooperation in Nuclear Safety Matters

Agreement effected by exchange of letters
Signed at Mexico and Washington July 30 and October 15, 1980;
With implementing procedures
Signed at Bethesda April 8, 1981;
Entered into force April 8, 1981.

The Technical Secretary, Mexican National Nuclear Safety and Safeguards Commission, to the Chairman, Nuclear Regulatory Commission

CNSNS 11../054/80.

MÉXICO, D.F., *julio 30, 1980.*

Sr. JOHN F. AHEARNE,
Comisionado Principal,
Comisión de Reglamentación Nuclear
De los Estados Unidos de América,
Washington D.C. 20555,
U.S.A.

Tengo la honra de comunicar a usted que el Gobierno de los Estados Unidos Mexicanos se propone fomentar el intercambio de información y cooperación técnica en materia de seguridad nuclear, radiológica y física, entre la Comisión Nacional de Seguridad Nuclear y Salvaguardias de México (CNSNS) y la Comisión de Reglamentación Nuclear de los Estados Unidos de América (USNRC) y para tales fines propongo que se establezcan los procedimientos apropiados para realizar dicho intercambio y cooperación a la luz del Programa de Cooperación Científica y Técnica, firmado entre nuestros Gobiernos el 15 de junio de 1972.

El intercambio de información y cooperación de que se trata, estará referido a la Planta Nuclear de Laguna Verde y plantas similares de procedencia estadounidense por lo que respecta a México y a plantas similares en los Estados Unidos de América.

Al efecto me permito sugerir a usted que la USNRC, designe a un coordinador para que conjuntamente con el que designe esta Comisión, elaboren en detalle los procedimientos a seguir para este intercambio. Los coordinadores iniciarán esta tarea de inmediato y el intercambio

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se efectuará entre la CNSNS y la USNRC dentro de sus respectivas áreas de competencia.

Si esta propuesta merece su aprobación, la presente carta y la respuesta de usted, constituirán un arreglo formal entre las dos Comisiones.

Quedo de Usted muy Atentamente,

RUBEN BELLO

Ruben Bello

English Text of the Mexican Letter

CNSNS 11../054/80.

MEXICO, D. F., *July 30, 1980.*

Mr. JOHN F. AHEARNE,
Chairman,
U.S. Nuclear Regulatory Commission,
Washington D.C. 20555,
U.S.A.

I have the honor to inform you that the Government of Mexico intends to promote the exchange of technical information and cooperation in the areas of nuclear and radiological safety and physical security between the Comisión Nacional de Seguridad Nuclear y Salvaguardias (CNSNS) and the United States Nuclear Regulatory Commission (USNRC). To this end, I propose the establishment of appropriate procedures to effect said exchange and cooperation, in the light of the Program of Scientific and Technical Cooperation signed by our two Governments on June 15, 1972.[1]

The exchange of technical information and cooperation will refer to the Laguna Verde Nuclear Power Station and similar plants of American origin in Mexico, as well as to similar plants in the United States.

To this end, I would propose that the USNRC designate a coordinator in order to prepare, together with a counterpart from CNSNS, a detailed procedure for the implementation of this exchange. The two coordinators should initiate these tasks immediately and the exchange shall be effected between CNSNS and USNRC within their respective areas of competence.

Should this proposal meet with your approval, this letter and your letter of reply shall constitute a formal arrangement between our two agencies.

Sincerely yours,

RUBEN BELLO

Ruben Bello
Technical Secretary.

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[1] TIAS 7362; 23 UST 934.

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The Chairman, Nuclear Regulatory Commission, to the Technical Secretary, Mexican National Nuclear Safety and Safeguards Commission

UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555

OFFICE OF THE
CHAIRMAN

October 15, 1980

Ing. Ruben Bello Rivera
Technical Secretary
National Nuclear Safety and
Safeguards Commission
Avenida Insurgentes Sur 1806
Mexico 20, D.F.

Dear Mr. Bello:

The U.S. Nuclear Regulatory Commission accepts with pleasure your proposal to establish, by this exchange of letters, a formal agreement to exchange information and to cooperate on nuclear, radiological, and physical security matters concerning the Laguna Verde nuclear power station and similar plants of American origin in the U.S. and Mexico. The details of implementation should, as you suggest, be worked out expeditiously by our respective coordinators. This agreement will take full effect as soon as the procedures are signed by these two coordinators.

For NRC's part, I would like to nominate Dr. Joseph D. Lafleur, Jr., Deputy Director of our Office of International Programs, to work with the C.N.S.N.S. in developing the procedures necessary to implement this letter of agreement. I believe we agree that day-to-day relations should be carried out directly between our two Commissions. NRC will, of course, assure that the U.S. Department of State is kept appropriately informed, as you will, I am sure, advise the Mexican Ministry of Foreign Affairs.

The other Commissioners and I hope to meet you during your next visit to Washington. In the meanwhile, we look forward to your nomination of the C.N.S.N.S. contact to work with Dr. Lafleur, and to our continuing close cooperation in nuclear safety affairs.

Sincerely,

John F. Ahearne
Chairman

cc: Mr. Robert Wilcox
U.S. Embassy, Mexico City

Dr. Enrique Martin del Campo
Minister-Counselor (Scientific Affairs)
Embassy of Mexico

TIAS 10137

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IMPLEMENTING PROCEDURES
FOR THE EXCHANGE OF TECHNICAL INFORMATION AND
COOPERATION IN NUCLEAR SAFETY MATTERS
BETWEEN
THE COMISION NACIONAL DE SEGURIDAD NUCLEAR Y SALVAGUARDIAS
OF MEXICO
AND
THE NUCLEAR REGULATORY COMMISSION
OF THE UNITED STATES OF AMERICA

As a result of the exchange of letters carried out on October 15, 1980, between the Technical Secretary of the Mexican National Commission for Nuclear Safety and Safeguards (C.N.S.N.S.) Ing. Ruben Bello and the Chairman of the United States Nuclear Regulatory Commission (U.S.N.R.C.) Dr. John F. Ahearne which formalized the Agreement to Exchange Technical Information and Cooperation in Nuclear Safety Matters, the designated coordinators Ing. Roberto Treviño in the name of the C.N.S.N.S. and Dr. Joseph D. Lafleur, Jr., for the U.S.N.R.C. agree to establish the following procedures.

I. SCOPE

I.1 Technical Information Exchange

To the extent that the U.S.N.R.C. and the C.N.S.N.S. are permitted to do so under the laws and regulations of their respective countries, the parties agree to exchange the following types of technical information relating to the regulation of safety and environmental impact of designated nuclear energy facilities:

a. Topical reports concerning technical safety and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.

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b. Documents relating to significant licensing actions and safety and environmental decisions affecting the indicated nuclear facilities.

c. Information relating to facilities being planned or built near the U.S.-Mexican frontier, such as site and plant design safety reports, environmental impact evaluations, preliminary proposals, operating licenses, and other important licensing documents.

d. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the C.N.S.N.S. as similar to the Laguna Verde Nuclear Power Plant (P.N.L.V.) and facilities of this type being built or planned in Mexico and equivalent documents on such Mexican facilities.

e. Information in the field of reactor safety research that requires early attention in the interest of public safety, along with an indication of significant implications. Also, although neither party commits to full disclosure of all information pertaining to reactors of non-U.S. origin, each party undertakes to advise the other of any known problems which might affect the safety of U.S. or Mexican reactors, regardless of the source of this information.

f. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, compilations of historical reliability data on components and systems, and notices of effluent releases that could have transboundary effects.

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g. Regulatory procedures for the safety, safeguards, and environmental impact evaluation of nuclear facilities.

h. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the parties.

i. Information not related to proliferation concerning waste management and storage and specifically excluding reprocessing technology.

I.2 Plans for Dealing with Emergencies Which May in Some Way Affect a Neighboring Country Outside the Facility

Although no facilities currently licensed would appear to require the preparation of a coordinated Mexico-U.S. emergency plan, it is recognized that such coordinated emergency plans may be a future requirement. Agreement between the U.S.N.R.C. and the C.N.S.N.S. on cooperation in joint preparation of emergency plans will be made as required, taking into account other governmental agreements related to this matter. Assistance to be rendered during emergencies will be decided on a case-by-case basis.

I.3 Plans for Locating Power Reactors Near the Frontier

Each party agrees to advise the other promptly of plans under consideration to locate nuclear installations within 30 miles (48 km.) of the U.S.-Mexico frontier or within 30 miles (48 km.) of a body of water along this frontier.

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I.4 Exchange of Regulatory Standards

Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of a party will be made available to the other party on a timely basis.

I.5 Training and Assignments

On request, the U.S.N.R.C. will assist the C.N.S.N.S. in providing certain training and experience for C.N.S.N.S. safety personnel. Costs of salary, allowances and travel of C.N.S.N.S. participants will be paid by the C.N.S.N.S. Participation will be permitted within the limits of available resources. The following are typical of the kinds of training and experience that may be provided:

a. C.N.S.N.S. inspector accompaniment of U.S.N.R.C. inspectors on operating reactor and reactor construction inspections in the U.S., including extended briefings at U.S.N.R.C. regional inspection offices.

b. Participation by C.N.S.N.S. employees in U.S.N.R.C. staff training courses.

c. Assignment of C.N.S.N.S. employees for 1-2 year periods to the U.S.N.R.C. staff, to work on U.S.N.R.C. staff duties and gain experience.

I.6 Additional Safety Advice

To the extent that the documents and other information provided by U.S.N.R.C. as described in I.1 through I.5, above, are not adequate

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to meet C.N.S.N.S. needs for technical advice, the parties will consult on the best means for fulfilling such needs.

II. EXCHANGE AND USE OF INFORMATION

II.1 General

The parties support the widest possible dissemination of information provided or exchanged under these procedures, subject to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder.

II.2 Definitions (As used in Article II.)

a. The term "information" means nuclear energy-related regulatory, safety, safeguards, scientific, or technical data, including information on results or methods of research and development, and any other knowledge intended to be provided or exchanged under this agreement.

b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.

c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

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II.3 Marking Procedures for Documentary Proprietary Information

A party receiving documentary proprietary information pursuant to this agreement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

> "This document contains proprietary information furnished in confidence under implementing procedures signed _____ between the United States Nuclear Regulatory Commission and the Mexican National Nuclear Safety and Safeguards Commission and shall not be disseminated outside these organizations, their consultants, contractors, and licensees, and concerned departments and agencies of the Government of the United States and the Government of Mexico without the prior approval of (name of submitting party). This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

II.4 Dissemination of Documentary Proprietary Information

a. Proprietary information received under these procedures may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

b. In addition, proprietary information may be disseminated without prior consent

(1) to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only within the scope of work of

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their contracts with the receiving party in work relating to the subject matter of the proprietary information; and

(2) to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary information is used only within the terms of the permit or license; and

(3) to contractors of organizations identified in II.4b.(2), above, for use only in work within the scope of the permit or license granted to such organizations,

Provided that any dissemination of proprietary information under (1), (2), and (3), above, shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

c. With the prior written consent of the party furnishing proprietary information under these procedures, the receiving party may disseminate such proprietary information more widely than otherwise permitted in subsections a. and b. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national laws, regulations, and policies.

II.5 Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A party receiving under these procedures other confidential or privileged information shall respect its confidential nature,

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provided such information is clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating

a. that the information is protected from public disclosure by the Government of the transmitting party; and

b. that the information is submitted under the condition that it be maintained in confidence.

II.6 Dissemination of Other Confidential or Privileged Information of a Documentary Nature

Other confidential or privileged information may be disseminated in the same manner as that set forth in paragraph II.4, Dissemination of Documentary Proprietary Information.

II.7 Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings arranged under these procedures, or information arising from the attachments of staff, use of facilities, or joint projects, shall be treated by the parties according to the principles specified for documentary information in these procedures; provided, however, that the party communicating such proprietary or other confidential or privileged information has placed the recipient on notice as to the character of the information communicated.

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II.8 Consultation

If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of these procedures, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

II.9 Other

Nothing contained in this agreement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this agreement.

III. COORDINATION

III.1 Each party has designated a coordinator for the overall exchange covered by these procedures. Any change in the designation of the coordinators will be promptly communicated to the other party. The coordinators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the coordinators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged.

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III.2 The exchange of information under these procedures will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange of information, to recommend revisions to the provisions of these procedures, and to discuss topics within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits, including their schedules, shall have the prior approval of the coordinators.

III.3 The coordinators shall determine the number of copies to be provided of the documents exchanged.

III.4 The application or use of any information exchanged or transferred between the parties under these procedures shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

III.5 Recognizing that some information of the type covered in these procedures is not available within the agencies which participate, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned.

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The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

III.6 Nothing contained in these procedures shall require either party to take any action which would be inconsistent with its laws, regulations, and policy directives. No nuclear information on technologies related to proliferation will be exchanged under these procedures. Should any conflict arise between the terms of these procedures and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.

These procedures will remain valid for a period of five years from this date and may be extended after review for a further period by mutual consent, provided that the Agreement for the Exchange of Information and Cooperation in Nuclear Safety Matters of October 15, 1980, remains in effect.

Bethesda, Maryland, on April 8, 1981.

FOR THE COMISION NACIONAL DE SEGURIDAD NUCLEAR Y SALVAGUARDIAS OF MEXICO

Ing. Roberto Treviño A.
Coordinator

FOR THE NUCLEAR REGULATORY COMMISSION OF THE UNITED STATES OF AMERICA

Dr. Joseph D. Lafleur, Jr.
Coordinator

TIAS 10137

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PROCEDIMIENTOS
EL INTERCAMBIO DE INFORMACIÓN TÉCNICA Y
'ERACIÓN EN ASUNTOS DE SEGURIDAD NUCLEAR
ENTRE
LA COMISIÓN NACIONAL DE SEGURIDAD NUCLEAR Y SALVAGUARDIAS
DE MÉXICO
Y
LA COMISIÓN DE REGLAMENTACIÓN NUCLEAR
DE LOS ESTADOS UNIDOS DE AMERICA

Como resultado del intercambio de cartas entre el Secretario Técnico de la Comisión Nacional de Seguridad Nuclear y Salvaguardias (CNSNS) Ing. Rubén Bello y el Presidente de la Comisión de Reglamentación Nuclear de los Estados Unidos de América (USNRC) Dr. John F. Ahearne llevado al cabo el 15 de octubre de 1980 que formalizó el Acuerdo de Intercambio de Información Técnica y Cooperación en Asuntos de Seguridad Nuclear, los coordinadores designados Ing. Roberto Treviño en nombre de la CNSNS y Dr. Joseph D. Lafleur, Jr., por la USNRC convienen en establecer los siguientes procedimientos.

I. ALCANCE

I.1 Intercambio de Información Técnica

Dentro de los límites establecidos por las leyes y reglamentos de sus respectivos países, la CNSNS y la USNRC acuerdan intercambiar los siguientes tipos de información técnica relativa a la reglamentación de la seguridad e impacto sobre el ambiente, de instalaciones de energía nuclear previamente señaladas:

a. Informes técnicos, relativos a la seguridad y efectos sobre el ambiente que hayan sido escritos por o para alguna de las

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partes, como base para o en apoyo de, decisiones o políticas de reglamentación.

b. Documentos relativos a acciones importantes de licenciamiento y decisiones sobre seguridad y aspectos ambientales que tengan efectos sobre las instalaciones que se indiquen.

c. Información relativa a instalaciones planeadas o en construcción cerca de la frontera entre los Estados Unidos y México, tal como informes sobre el sitio y la seguridad del impacto sobre el ambiente, propuestas preliminares, licencias de operación y otros documentos importantes de licenciamiento.

d. Documentos que describan el proceso de la USNRC para el licenciamiento y reglamentación de algunas instalaciones de Estados Unidos que la CNSNS indique como similares a la Planta Nuclear de Laguna Verde (PNLV), y a instalaciones de este mismo tipo que estén planeadas o en construcción en México y los documentos equivalentes de dichas instalaciones mexicanas.

e. Información sobre la investigación de seguridad de reactores, que requiera atención pronta en interés de la seguridad del público, junto con una indicación de las implicaciones importantes. Aunque ninguna de las partes se compromete a una completa revelación de toda la información perteneciente a reactores que no sean de origen americano, cada signatario avisará a la otra parte acerca de cualquier problema encontrado que pueda afectar la seguridad de reactores de Estados Unidos o de México, independientemente de la procedencia de esta información.

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f. Informes sobre la experiencia de operación, tales como informes sobre incidentes nucleares, accidentes y paros de reactores, recopilaciones de datos históricos confiables de componentes y sistemas y avisos de liberaciones de efluentes cuyos efectos puedan traspasar la frontera entre México y Estados Unidos.

g. Procedimientos de reglamentación para la seguridad, salvaguardias y la evaluación del impacto sobre el ambiente de instalaciones nucleares.

h. Aviso oportuno de eventos importantes tales como incidentes serios de operación y paros de reactor ordenados por la autoridad, que puedan ser de interés inmediato para las partes.

i. Información sobre actividades, que no tengan relación con la proliferación, en el área de manejo y almacenamiento de desechos, excluyendo específicamente la relativa a la tecnología de reprocesamiento.

I.2 Planes para Emergencias Externas a las Instalaciones, que Puedan en Alguna Forma Afectar al País Vecino

Aunque al parecer, actualmente no existen instalaciones con licencia que requieran la elaboración de un plan coordinado de emergencia entre México y Estados Unidos, se reconoce que tales planes coordinados pudieren requerirse en el futuro. Un acuerdo entre la CNSNS y la USNRC para cooperar en la preparación conjunta de planes de emergencia se hará según se requiera, tomando en cuenta los otros acuerdos entre los gobiernos, que tengan relación con este asunto. La ayuda que se pueda proporcionar en situaciones de emergencia se decidirá según el caso.

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I.3 Planes para Emplazar Instalaciones Nucleares Cerca de la Frontera

Cada parte conviene en notificar a la otra oportunamente, de los planes para localizar instalaciones nucleares a distancias no mayores de 48 km. (30 millas) de la frontera entre México y los Estados Unidos o dentro de 48 km. (30 millas) de un cuerpo de agua a lo largo de esta frontera.

I.4 Intercambio de Normas de Reglamentación

Copia de las normas que se están aplicando o que se propongan para su uso en cualquiera de los dos organismos, se pondrá a la disposición de la otra parte, oportunamente.

I.5 Entrenamiento y Estancias

A petición de la CNSNS, la USNRC le dará asistencia, proporcionando entrenamiento y experiencia al personal de la CNSNS. El costo de los salarios, viáticos y viajes del personal será pagado por esta institución; estas actividades se desarrollarán según lo permitan los recursos disponibles. Los tipos de entrenamiento y experiencia que puedan proporcionarse son, entre otros, los siguientes:

a. Acompañamiento de un inspector de la CNSNS a inspectores de la USNRC durante las inspecciones a los reactores en operación y reactores en construcción en los Estados Unidos, incluyendo en forma amplia los preliminares que se efectúen en las oficinas regionales de la USNRC.

b. Participación de los empleados de la CNSNS en los cursos de entrenamiento para el personal de la USNRC.

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c. Estancia de empleados de la CNSNS, por períodos de 1 a 2 años, en la USNRC, para trabajar con el personal de ésta y adquirir experiencia.

I.6 Asesoría Adicional en Seguridad

En caso de que los documentos y otra información proporcionada por la USNRC (descritos en los párrafos I.1 a I.5) no resulten adecuados para satisfacer las necesidades de asesoría técnica de la CNSNS, las partes determinarán la manera en que mejor puedan cubrirse dichas necesidades.

II. INTERCAMBIO Y USO DE INFORMACIÓN

II.1 Generalidades

Las partes apoyarán la difusión más amplia posible de la información suministrada o intercambiada de acuerdo con estos procedimientos, sujetándose a la necesidad de proteger información con registro de propiedad, confidencial o restringida como se señala a continuación.

II.2 Definiciones (empleadas en este artículo II)

a. El término "información" significa datos sobre reglamentación, seguridad, salvaguardias, ciencia o técnica, relacionados con la energía nuclear, incluyendo información sobre resultados o métodos de investigación y desarrollo y cualquier otro conocimiento que se pretenda proporcionar a intercambiar según este acuerdo.

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b. El término "información con registro de propiedad" significa información que contiene secretos industriales o información comercial o financiera cuya diseminación esté restringida o sea confidencial.

c. El término "otra información confidencial o restringida" significa aquella que no siendo "información con registro de propiedad" está protegida contra la divulgación al público conforme a las leyes y reglamentos del país que proporciona la información siempre que ésta haya sido transmitida y recibida en forma confidencial.

II.3 Procedimientos para Marcar Documentos con Información con Registro de Propiedad

La parte que reciba documentos que contengan información con registro de propiedad según este acuerdo, deberá respetar dicha naturaleza restringida, siempre y cuando tal información esté claramente marcada con la siguiente leyenda restrictiva (o una substancialmente similar):

"Este documento contiene información con registro de propiedad suministrada en forma confidencial conforme a los prgcedimientos firmados (fecha) entre la Comisión Nacional de Seguridad Nuclear y Salvaguardias y la Comisión de Reglamentación Nuclear de los Estados Unidos y no deberá difundirse fuera de estos organismos, sus consultores, contratistas, entidades autorizadas así como dependencias y departamentos interesados del Gobierno de México y del Gobierno de los Estados Unidos, sin la aprobación previa de (nombre de la parte que lo somete). Esta nota deberá aparecer en cualquier reproducción parcial o total de este documento. Estas limitaciones terminarán automáticamente cuando esta información sea divulgada por el propietario en forma irrestricta."

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II.4 Difusión de Documentos que Contienen Información con Registro de Propiedad

a. La información con registro de propiedad recibida conforme a estos procedimientos podrá ser difundida libremente por la parte receptora sin consentimiento previo, entre su personal, sus empleados y los departamentos y dependencias interesadas del gobierno del país receptor.

b. Además, la información con registro de propiedad puede ser comunicada sin consentimiento previo:

(1) a los contratistas, subcontratistas o a consultores de la parte receptora localizados dentro de los límites geográficos de esa nación, para ser usada sólo dentro del alcance del trabajo de sus contratos con la parte receptora, en trabajos relacionados con la materia de que trata la información con registro de propiedad;

(2) a organizaciones que tienen permiso o licencia de la parte receptora para construir u operar instalaciones nucleares de producción o de utilización o para usar materiales nucleares y fuentes de radiación, siempre y cuando dicha información con registro de propiedad sea usada sólo en los términos del permiso o licencia; y

(3) a los contratistas de organizaciones identificadas dentro del párrafo II.4b (2), anterior, para usarla únicamente en trabajos incluidos en el alcance del permiso o licencia que se haya otorgado a dichas organizaciones,

Siempre y cuando cualquier difusión de la información con registro de propiedad comprendida en los incisos (1), (2), y

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(3) se efectúe después de determinar la necesidad que de ello existe en cada instancia y siempre según los términos de un acuerdo que preserve el carácter confidencial de la informacion.

c. Existiendo consentimiento previo por escrito de la parte que proporciona la información con registro de propiedad, la parte receptora podrá difundir dicha información más ampliamente de lo permitido en las subsecciones a y b. Las partes cooperarán en el desarrollo de procedimientos para solicitar y obtener aprobación para dicha mayor difusión y cada parte otorgará tal aprobación en la medida permitida por sus políticas, leyes y reglamentos nacionales.

II.5 Procedimientos para Marcar Documentos que Contienen Otra Clase de Informacion Confidencial o Restringida

La parte que reciba, según estos procedimientos, otra información confidencial o restringida, deberá respetar su naturaleza, siempre y cuando dicha información esté marcada claramente como tal, debiendo estar acompañada por una declaración que especifique:

a. que la información está protegida de la divulgación al público por el gobierno de la parte transmisora.

b. que la información es proporcionada bajo la condición de que sea mantenida en forma confidencial.

II.6 Difusión de Documentos que Contienen Información Confidencial o Restringida de Otra Clase

La información confidencial o restringida de otra clase puede ser difundida en la forma establecida en el párrafo II.4, Difusión de Documentos que contienen Información con Registro de Propiedad.

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II.7 Información con Registro de Propiedad u Otra Información Confidencial o Restringida no Documentada

La información no documentada con registro de propiedad, u otra información confidencial o restringida, proporcionada en seminarios y otras reuniones convocadas según estos procedimientos, o la información que surja de la vinculación con personal, uso de instalaciones o proyectos conjuntos, deberá ser tratada por las partes de acuerdo con los principios específicados para la información documentada en estos procedimientos; siempre y cuando, la parte que comunica dicha información con registro de propiedad u otra información confidencial o restringida, haya advertido a quien la recibe del carácter de la información.

II.8 Consultas

Si, por alguna razón, una de las partes considera que está, o que estará en una situación, que no le permita cumplir con las disposiciones de no-diseminación estipuladas en estos procedimientos, deberá informarlo de inmediato a la otra parte. Las partes deberán consultarse posteriormente entre sí para definir las acciones a seguir más apropiadas.

II.9 Otros

Este acuerdo no impedirá que una de las partes utilice o difunda información recibida sin restricciones, proveniente de fuentes ajenas a este acuerdo.

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III. COORDINACIÓN

III.1 Cada parte ha designado un coordinador para todo el intercambio que comprenden estos procedimientos. Cualquier cambio de la designación de los coordinadores se hará del conocimiento de la otra parte oportunamente. Los coordinadores recibirán todos los documentos que se transmitan mediante el intercambio, incluyendo copias de todas las cartas, a menos que haya un acuerdo de lo contrario. Dentro de los términos del intercambio, los coordinadores serán responsables de desarrollar el alcance del mismo, incluyendo los acuerdos para la designación de las instalaciones de energía nuclear consideradas, y para los documentos específicos y las normas comprendidas.

III.2 El intercambio de información según estos procedimientos se llevará a cabo mediante cartas, informes y otros documentos y por medio de visitas y reuniones concertadas previamente. Se tendrá una reunión anual, o en otras fechas según se acuerde mutuamente, para revisar el intercambio de información, para recomendar modificaciones a las disposiciones de estos procedimientos y para discutir temas comprendidos dentro del alcance del intercambio. La fecha, lugar y agenda de tales reuniones se acordarán con anticipación. Las visitas, incluyendo su programa, deberán tener la aprobación previa de los coordinadores.

III.3 Los coordinadores determinarán el número de copias de los documentos transmitidos.

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III.4 La aplicación o el uso de cualquier información intercambiada o transferida entre las partes conforme a estos procedimientos será la responsabilidad de la parte receptora y la parte remitente no garantiza la idoneidad de dicha información para uso o aplicación particular.

III.5 En caso de que alguna información del tipo de la comprendida en estos procedimientos no esté disponible dentro de las instituciones signatarias, pero que pueda obtenerse en otras dependencias del gobierno de las partes, cada parte ayudará, en la medida que sea posible, concertando visitas y dirigiendo las indagaciones que se requieran para recabar la información en los lugares apropiados dentro del gobierno respectivo. Lo anterior no constituirá un compromiso de otras dependencias de suministrar tal información o recibir dichas visitas.

III.6 Nada que esté contenido en estos procedimientos obligará a cualquiera de las partes a tomar acción alguna que pudiera ser incongruente con sus políticas, leyes y reglamentos. Ninguna información nuclear relacionada con tecnologías tendientes a la proliferación se intercambiará bajo estos procedimientos. En caso de que surgiera algún conflicto entre los términos de estos procedimientos y dichas políticas, leyes y reglamentos, las partes convienen en consultarse, antes de tomar acción alguna.

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Estos procedimientos estarán en vigencia por un período de cinco años a partir de esta fecha y podrán ser ampliados, después de ser revisados, por otro período por consentimiento de ambas partes, siempre y cuando el Acuerdo de Intercambio de Información y Cooperación en Asuntos de Seguridad Nuclear del 15 de octubre de 1980 se encuentre vigente.

Bethesda, Maryland, a 8 de abril de 1981.

POR LA COMISIÓN NACIONAL DE SEGURIDAD NUCLEAR Y SALVAGUARDIAS DE MÉXICO

Ing. Roberto Treviño A.
Coordinador

POR LA COMISIÓN DE REGLAMENTACIÓN NUCLEAR DE LOS ESTADOS UNIDOS DE AMÉRICA

Dr. Joseph D. Lafleur, Jr.
Coordinador

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COLOMBIA

Agriculture: Control and Eradication of Foot-and-Mouth Disease

Agreement signed at Bogota August 8, 1979;
Entered into force October 10, 1979.

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AGREEMENT BETWEEN THE MINISTRY OF AGRICULTURE OF THE GOVERNMENT OF COLOMBIA AND THE DEPARTMENT OF AGRICULTURE OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Inasmuch as the Ministry of Agriculture of the Government of Colombia and the Department of Agriculture of the United States of America desire to continue the Program to maintain Area I free of Foot and Mouth Disease (hereinafter referred to as FMD), eradicate FMD in Area II and control FMD in Area III as designated in Annex I and to aid in preventing the dissemination of this disease from Colombia as a result of construction of the Darien Gap Highway under the Agreement signed at Bogota, Colombia on August 18, 1973, [1] and to accelerate the achievement of the objectives outlined in said Agreement, said Agreement is substituted to read as follows:

I. PURPOSE

The purpose of this Agreement is to establish the terms by which the Ministry of Agriculture of the Government of Colombia (hereinafter known as the MOA) and the Department of Agriculture of the United States of America (hereinafter known as the USDA) will cooperate in a program designed to maintain Area I free of FMD, eradicate FMD from Area II and control FMD in Area III as designated in Annex I and to aid in preventing the dissemination

[1] TIAS 7763, 7879; 24 UST 2499; 25 UST 1463.

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of this disease from Colombia as a result of construction of the Darien Gap Highway. Under the terms of this Agreement entered into pursuant to the General Agreement for Economic Technical and Related Assistance between the Government of the Unted States of America and the Government of Colombia of July 23, 1962,[1] and Public Law 92-152,[2] which authorizes the Secretary of Agriculture of the United States to cooperate with the Government of Colombia in the prevention, control and eradication of FMD and other communicable diseases of animals. The USDA and MOA will provide technical and financial support and will implement or cause to be implemented those measures necessary to carry out the objectives of this Agreement.

II. OBJECTIVE

The objective of this Agreement is to continue and accelerate the activities for the prevention, control and eradication of FMD being carried out by the Government of Colombia through the MOA, and the Colombian Agricultural Institute (hereinafter referred to as ICA) and coordinated with other Colombian agencies as designated in Annex I, such as the Institute for the Development of Renewable Natural Resources and Environment (hereinafter referred to as INDERENA) who will work in the Los Katios National Park to prevent the spread of FMD to areas presently free of the disease.

[1] TIAS 5123; 13 UST 1778.
[2] 85 Stat. 418; 21 U.S.C. § 114b.

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III. TERMS

A. In accordance with the foregoing purpose and objective the MOA and the USDA agree:

1. to establish with ICA a Joint Cooperative Program (hereinafter known as the Program) to carry out the FMD measures recommended in the Technical work plans outlined in Annex I. ICA will coordinate the activities of all other Colombian agencies involved in the Program. The General Manager of ICA will appoint a full-time Executive Director of the Program who will depend directly upon the General Manager of ICA. The Executive Director will administer, control and supervise the Program. The USDA will provide a Senior Technical Advisor. The General Manager of ICA, the Executive Director of the Program and the Senior Technical Advisor will jointly cooperate with respect to the technical, financial, and control aspects of the Program in accordance with the technical work plans and policies set forth in Annex I which forms a part of the Agreement.

The Executive Director and the Senior Technical Advisor will analyze the program and prepare periodic joint progress reports. Any discrepancies presented during day to day operations of the program will be resolved by

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discussion between the Executive Director and the Senior Technical Advisor or when necessary by the Senior Review Group (hereinafter referred to as SRG).

The Executive Director and the Senior Technical Advisor will jointly develop plans and actions as defined in Annex I pertaining to activities of ICA in accordance with the laws and regulations of ICA.

The Executive Director, the INDERENA Project Coordinator and the Senior Technical Advisor will jointly develop plans and actions as defined in Annex I pertaining to activities of INDERENA in accordance with the laws and regulations of INDERENA.

2. to establish a Senior Review Group which will meet to review the results of the Program, provide Program guidance for the future, and review Work Plans and Budgets as appropriate. The SRG will consist of the Executive Director and the Senior Technical Advisor of the Program, a member of the Colombian Department of Planning, three members appointed by the MOA and four members appointed by the USDA.

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Meetings will be held semi-annually or more frequently as needed. Either the Colombian or U.S. Government may request a meeting at any time, and such meeting shall be held within six weeks of the date of such request.

3. to accept, and cause to be implemented, the provisions of Annex I.

4. to use the financial and technical support provided by the MOA and the USDA only in accordance with the provisions of this Agreement.

5. to carry out activities under the Program in addition to fulfillment of present Colombian commitments under the ICA/BID (International Development Bank - IDB) FMD program in the program area designated in Annex I.

B. In accordance with the foregoing purpose, objective, and terms the MOA agrees to contribute, subject to availability of funds, its share of the program's costs in accordance with the annual Budgets and Work Plans approved by the SRG.

C. In accordance with the foregoing purpose and objective the USDA agrees:

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1. to provide the services of a Senior Technical Advisor, and provide the services of such other USDA personnel as may be required for the purpose of technical and administrative cooperation in the areas of detection, control, eradication, equipment, maintenance, surveillance and to otherwise participate in the Program in accordance with the terms of this Agreement.

2. to contribute in accordance with the foregoing purpose, objective, and terms, subject to availability of funds, its share of the program's costs in accordance with the annual Budgets and Work Plans as approved by the SRG.

D. Funds from other sources may be accepted into the program upon the approval of the SRG.

IV. FINANCING

MOA and USDA, subject to the availability of funds, will contribute such amounts as may be desired necessary to carry out the program activities called for in Annex I. Unless otherwise agreed upon in writing, MOA shall provide its share and the USDA shall provide its share of the Program costs in accordance with the annual Budgets and Work Plans approved by the SRG.

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Prior to any disbursement of funds by the USDA, the MOA and the USDA will have agreed upon, in writing, an annual Work Plan and Budget for Capital and Operating Costs. The annual Budget and Work Plan will be prepared by the Executive Director and the Senior Technical Advisor and be reviewed by the SRG and approved by the MOA and the USDA.

The Program shall cause to be established, in a bank, acceptable to both ICA and the USDA a special account (hereinafter known as the Peso Account) for Peso disbursements.

Upon approval by the SRG of the annual Budget and Work Plan, the MOA and USDA will cause initial advances to be deposited to the peso account. MOA disbursements to said account will be made on a monthly basis in accordance with Government of Colombia budgetary procedures. The USDA disbursements to said account will be made through the Senior Technical Advisor in accordance with targets established or more frequently as may be necessary.

All acquisitions of goods and services up to 200,000 pesos from the peso account shall be authorized by the Executive Director and the Senior Technical Advisor in accordance with Colombian law. In addition, expenditures beyond 200,000 pesos shall also be in accordance with ICA's or INDERENA's pruchasing procedures for such amounts.

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Acquisitions of goods and services authorized by the Executive Director and the Senior Technical Advisor may be purchased with USDA Project funds using USDA or United States Embassy purchasing procedures.

V. OTHER TERMS AND CONDITIONS

A. The Senior Technical Advisor and other USDA participants in the Program shall have full opportunity to participate in all aspects of the Program, have access to all information and facilities relative to the Program, and travel freely in the areas in which the Program will be carried on.

B. The officials and employees of the USDA participating in the program shall be considered members of the Special Mission described in the General Agreement on Economic, Technical and Related Assistance of July 23, 1962, and shall enjoy the privileges, inmunities and exceptions provided for under Articles III and IV (b) of that Agreement. The funds, equipment and supplies used by the USDA in carrying out the Program shall be treated as provided in Articles IV (a) and V of that General Agreement.

C. Either MOA or USDA shall have the right at any time, and for good cause, to request the replacement of any personnel belonging to the other government assigned to the program.

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D. The Program shall maintain, in accordance with sound accounting principles and practices consistently applied, books and records relating both to the Program and this Agreement. Such books and records shall, without limitation, be adequate to show the receipt, disbursement and use made of all goods and services acquired by the funds disbursed pursuant to this Agreement and the progress of the Program. Such books and records shall be regularly audited by auditors acceptable to both MOA and USDA in accordance with sound auditing standards, for such period and at such intervals as either MOA or USDA may require, and shall be maintained for five years after the date of the last disbursement by MOA and USDA under this Agreement.

E. The authorized representatives of the USDA and U.S. General Accouunting office (GAO) shall have the right at all reasonable times to inspect the Program sites, the utilization of all goods and services financed by Program funds and the books, records and other documents of the Program relating to its activities and to Program financing, and to maintain inventory control with respect to all Program financed equipment and materials.

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F. PROPERTY ACCOUNTABILITY

1. Title to all Program property (except that of a fixed nature such as land and buildings) with value of 200 or more U.S. dollars, which was purchased with U.S. funds, remains the property of USDA. Inventory records will so indicate that title disposition of such property will be made on termination of the Agreement.

2. Property (except that of a fixed nature such as land and buildings) with value of 200 or more U.S. dollars purchased with Government of Colombia (hereinafter known as GOC) and U.S. commingled funds becomes the property of the Program. On termination of the Agreement, any proceeds from the sale of such property will be returned to GOC and U.S. in the same ratio as total funds contributed to the Program. Such property will be recorded in the inventory records as Joint Cooperative Program property.

3. Title to all property on loan to the Program by GOC or U.S. remains vested in the respective Government. Inventory records will show the appropriate ownership. Disposition of such property on termination of the Agreement will be determined by each Government.

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G. The GOC will represent the Colombian personnel of the program in any legal action brought against the Program and any judgment against the Program, that are not caused by acts of USDA personnel, will be paid directly by the GOC. The USDA Program personnel will have legal coverage as designated in Part B of this paragraph V.

H. In case of any disbursement not made or used in accordance with the terms of this Agreement or as approved by SRG or the Executive Director and the Senior Technical Advisor in relation to the objectives of the Agreement, the MOA or USDA may require the refund of such amount in Colombian pesos to the respective governments within 30 days after receipt of a request thereof. MOA or USDA's right to require a refund with respect to any disbursement under this Agreement shall continue for five years following the date of such disbursement.

I. Upon termination of the Agreement all funds remaining after all obligations of the program are liquidated will be returned to the respective governments in the same ratio as contributions were made to the program.

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J. This Agreement may be amended by an exchange of written correspondence between the MOA and USDA and said modifications will enter into effect when confirmed by an exchange of diplomatic notes between the two Governments.

K. This Agreement shall remain in force until ninety (90) days after either party shall have given written notice to the other of its desire to terminate it. In the event of such termination, the Executive Director and Senior Technical Advisor shall minimize or cause to be minimized expenditures and obligations during the ninety (90) day period.

VI. FINAL PROVISIONS

This Cooperative Agreement shall enter into force upon an exchange of diplomatic notes between the Government of Colombia and the Government of the United States of American confirming its provisions[1] and shall substitute for the Cooperative Agreement signed the 18 of August 1973.

Done at Bogota, Colombia, this 8th day of August, 1979.

[2]
Ministry of Agriculture
of the Republic of Colombia

[3]
Department of Agriculture of
the United States

[4]
Ambassador of the United States

[1] Oct. 10, 1979.
[2] Germán Bula Hoyos.
[3] P. R. Smith.
[4] Diego C. Asencio.

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ANNEX I

TECHNICAL WORK PLANS - ICA

PROGRAM OF PREVENTION, ERADICATION AND CONTROL OF FOOT AND MOUTH DISEASE

A. AREA I

Area I shall be designated as an FMD-free area. To this end the Program shall be implemented in the following manner:

1. Boundaries

This is the zone included within the following borderlines: From the point where the Murri River flows in the Atrato River, downstream along the Atrato River to where it flows into the Atlantic Ocean, from this point to the Panamanian border following the Atlantic coastline to Cabo Tiburon; from this point to the Pacific Ocean following the Colombian-Panamanian border; from this point to the mouth of the Valle River along the Pacific Coast, and from this point along a straight line to the initial point where the Murri River flows into the Atrato River.

Included in the above boundaries is the Los Katios National Park which shall be visited by ICA officials of the program

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for animal inspection and control or other measures as necessary.

2. Preventive Action

a. All farms containing animals that are susceptible to vesicular disease shall be visited and all animals visually inspected for symptoms of vesicular disease each month (1 monthly visit to each farm).

b. In order to facilitate control, 100 % of the bovine population shall be kept identified with a special mark.

c. The census of the animal population shall be up-dated monthly, as shall be the maps showing locations of farms.

d. VIA sampling shall be done twice per year on the animals existing in the Area according to a statistical sampling. O.P. will be taken on each animal with a positive VIA sample.

All animals imported from free areas shall be likewise tested upon arrival in the zone and three months later.

e. Occasional epidemiological inspections of the wildlife in the area shall be carried out.

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f. Movements of animals, products and by-products into, within, and from Area I shall be controlled. Introduction of animals, products and sub-products able to transmit foot and mouth disease shall be prohibited except as provided in 3.d. below.

g. A public information and education program to keep the zone free from foot and mouth disease shall be continued and intensified.

3. Requirements In Order To Keep Area I Free From Foot And Mouth Disease.

a. Enforcement of preventive action.

b. Non application of anti-FMD vaccine.

c. Maintenance of the Idemnity Fund.

d. Introduction of animals susceptible to foot and mouth disease, and of semen, shall be permitted under supervision of program personnel only from countries free of FMD and other important exotic diseases and for the sole purpose of genetic upgrading of the cattle existing in the Area.

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4. Actions to Eradicate Foot and Mouth Disease Outbreaks.

a. Infected and exposed susceptible animals shall be destroyed after which they shall be burned or buried.

b. Epidemiological investigation into the origin of the outbreak and investigation into the extent to which the disease may have spread will be completed on each outbreak.

c. An area measuring 20 kms. in radius shall be quarantined in the zone of the outbreak. Movements of FMD susceptible animals, products, and subproducts in the quarantined area shall be totally prohibited until three weeks after the last susceptible animals on infected premises have been eliminated and a general cleaning and disinfection has been carried out.

d. Indemnity up to the fair market value shall be paid to owners of the destroyed animals.

e. Restocking shall be carried out under close veterinary supervision in a manner to detect residual disease.

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f. Other supplementary measures which may be necessary shall likewise be taken, such as, 1) daily inspection of animals in quarantine zone to detect any spread of infection during the quarantine. 2) Other sanitary measures to control movement of contaminated personnel and equipment.

5. Other programs supplementary to the foot and mouth disease Prevention Program shall continue to be implemanted.

6. Construction of control and disinfection stations along the Darien Gap Highway from Palo de las Letras until the Rio Leon will be made by the Department of Public Works as necessary with their funds; however, the operation will be under control of the program in ICA.

B. AREA II

The objective of the program in this area is to eradicate foot and mouth disease in order to reinforce and supplement the program described for Area I. The program shall be implemented as follows:

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1. Boundaries

Included are the municipalities of Arboletes, Necoclí, San Pedro de Uraba, Turbo, Apartado, Chigorodo, Mutata, Dabeiba, Uramita, Murindo and Riosucio (right bank of the Atrato River).

2. Program Requirements

a. Compulsory cyclic vaccination against foot and mouth disease of the bovine population in the area under supervision and control of the Project's personnel. Exceptions will be made by program Executive Director and Senior Technical Advisor as conditions warrant and as progress is made.

Vaccination in Area II shall continue until a similar vaccination program exists in Area III (Cordoba left bank of the Sinu River) and 2 years have elapsed without FMD outbreaks in any given sector of Area II, at which time each FMD free sector will be evaluated and vaccination stopped if in the interest of the program. Such free sectors will be maintained using the same FMD control measures as Area I or as directed by the Executive Director and the Senior Technical Advisor.

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b. Control of movements of animals, products, and by-products into, within and from Area II.

Introduction of non-vaccinated animals into Area II shall be prohibited except those coming from Area I or FMD free countries, which shall be vaccinated at the farm of destination. Appropriate exemptions will be made by the Executive Director and Senior Technical Advisor when sectors of Area II reach free status.

c. Increase animal surveillance.

3. Plan of Action

a. Vigilance and control posts shall be set up in Area II as necessary.

b. Three annual vaccination cycles shall be established using vaccines previously tested for inocuity and potency in bovines.
Other methods of vaccination by cycle may be implemented and recommended by the Executive Director and the Senior Technical Advisor when other appropriate vaccines which produce longer periods of immunity are available.

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c. A public information and education program regarding FMD prevention, surveillance and eradication shall be continued and intensified.

d. Other complementary programs shall continue to be implemented.

e. An annual evaluation shall be made of antibody level conferred by the FMD vaccine in young and adult populations, according to a statistical sampling.

f. O.P. and VIA sampling of the bovines in the area shall take place annually according to a statistical sampling.

4. Methods to Control Foot and Mouth Disease Outbreaks.

a. There shall be an epidemiological investigation into the origin of each outbreak and investigation into the extent to which the disease may have spread.

b. In the zone of the outbreak, a quarantine area at least 10 kms in radius shall be established, the quarantine zone being determined by natural barriers as far as possible. Movements of FMD susceptible animals, products, and subproducts shall be totally prohibited until 21 days after the last clinical case has appeared.

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c. Other supplementary measures which may be necessary shall likewise be taken such as 1) daily inspection of animals in quarantine zone to detect any spread of infection during the quarantine period. 2) Other sanitary measures to control movement of contaminated personnel and equipment.

d. All the animals included in the Quarantine Area shall be vaccinated and/or revaccinated directly by project personnel.

e. VIA, O.P. and epithelium samples shall be taken of all outbreaks.

f. When Area II begins the Free Area program, the methods to control foot and mouth disease outbreaks shall be the same as for Area I or as directed by the Executive Director and the Senior Technical Advisor in accordance with circumstances.

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C. AREA III (that part of ICA's Area III as defined in 1. below)

The objective of the program in this area is to control and eventually to eradicate FMD in order to strengthen and complement the program described for Areas I and II. The program shall be implemented in the following manner: (Note - For Area III the Executive Director and Senior Technical Advisor may implement all, a portion of, or substitute a modified alternative plan in lieu of the plans below in accordance with funds available).

1. Boundaries

This is the zone included within the following borderlines: Starting from the mouth of the Sinu River on the Atlantic Ocean, upstream along the Sinu River to its headwaters at Alto Paramillo, from this point to Puerto Rey on the Atlantic Ocean, following the borderline between the Departments of Antioquia and Cordoba, and from this point to the mouth of the Sinu River (starting point) along the Atlantic Coast.

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2. Program Requirements

a. Compulsory cyclic vaccination against FMD of the bovine population in the area under the supervision and control of the Project's personnel.

b. Control of movements of animals, products and sub-products into, within and from Area III.

c. Introduction of non-vaccinated animals into Area III shall be prohibited except those coming from free areas which shall be vaccinated at the farm of destination.

3. Plan of Action

a. Vigilance and Control Posts shall be set up in Area III as necessary.

b. Three annual vaccination cycles shall be established in the bovine population utilizing vaccine lots previously tested in bovines for inocuity and potency. Alternative cycles can be implemented as directed by Executive Director and Senior Technical Advisor if better vaccines are developed.

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c. A public information and education program regarding FMD prevention, surveillance, control and eradication shall be continued and intensified.

d. Other necessary complementary measures shall be implemented as necessary.

4. Methods to Control Foot and Mouth Disease Outbreaks.

a. In the zone of the outbreak, a quarantine area at least 10 kms. in radius shall be established, the quarantine zone being determined by natural barriers as far as possible. Movements of FMD susceptible animals, products and subproducts shall be totally prohibited until 21 days after the last clinical case has appeared.

b. Other supplementary measures which may be necessary shall likewise be taken such as 1) daily inspection of animals in quarantine zone to detect any spread of infection during the quarantine period. 2) Other sanitary measures to control movement of contaminated personnel and equipment.

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c. All the animals included in the Quarantine Area shall be vaccinated and/or revaccinated directly by project personnel.

d. An epidemiological follow-up of all outbreaks shall be carried out.

e. VIA, O.P. and epithelium samples shall be taken of all outbreaks.

f. When Area III begins the Free Area program, the methods to control foot and mouth disease outbreaks shall be the same as for Area I, or as directed by the Executive Director and Senior Technical Advisor in accordance with circumstances.

NOTE: Fulfillment of the Work Plans described above shall be subject to the availability of funds for their financing.

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TECHNICAL WORK PLANS - INDERENA

LOS KATIOS NATURAL NATIONAL PARK

A. Limits of the Park

The Park limits as set forth in the 1973 Agreement will be modified, extending the Park's surface to gain better control of the area. INDERENA has already studied the land to be annexed to the Park, and a favorable ruling has been obtained from the "Academia Colombiana de Ciencias Exactas, Fisicas y Naturales".

The new Park boundaries will be as follows:

"Starting at Landmark No. 1, located on the highest point (600 meters above sea level) and known as Alto Limon or Hito Limon, a straight line is followed for 4,000 meters and with an azimuth of 130 degrees, to the source of a tributary of the Peye River; Landmark No. 2 marks this site. From here, following this tributary for 1,500 meters, Landmark No. 3 has been located. From this point, the boundary runs downstream along the Peye River until it reaches the Peye Canal and then along the Peye Canal until it flows into the Atrato River where Landmark No. 4 has been placed. From this point the boundary crosses the Atrato

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River and Landmark No. 5 is on its right bank. The boundary continues along the right bank of the Atrato River downstream for a distance of 6 kilometers ending at Landmark No. 6, 1000 meters from the entrance to the Tumarado swamps; from here the boundary runs along a parallel line one kilometer away from the Eastern border of the Tumarado swamps until it intersects Cano Tumarado where Landmark No. 7 has been located. It follows Cano Tumarado and then continues along the Gumercindo upstream to its source and from there, in a straight line and with a 270 degree azimuth, Landmark No. 8 has been located on the right bank of the Atrato River. It continues along the right bank of the Atrato River downstream up to Landmark No. 9 located across from the first mouth of the Perancho River. It crosses the Atrato River and runs upstream along the Perancho River to Landmark No. 10 located at the site where the Cacarica River flows into the Perancho River. From this point, the boundary continues along the right bank of the Cacarica River up to Landmark No. 11, on the bend of the Santandereano; from here it runs in a straight line and with a 270 degree azimuth until it intersects with the Colombian-Panamanian border where Landmark No. 12 has been placed. From here it continues along the border towards the northeast to the point of departure called Alto Limon."

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These boundaries will guarantee inclusion within the Los Katios Park of the Darien Gap Highway from the Rio Atrato to the Colombian-Panamaian border.

B. Authorized Activities

1. Only those activities closely related to the Park's management and development will be permitted in order to comply with the goals of conservation, education, research, protection, and development, as well as the construction of the Pan American and Darien Gap Highways. All these activities comply with Colombian law.

2. No domestic animals susceptible to foot-and-mouth disease or people, except park personnel and Indigenous Indians will be allowed to live within the Park.

3. Vigilance and control measures to prevent illegal movement of animals and animal products or subproducts into or through the Park will be maintained.

C. Actions

1. Routine patrols will be continued and intensified in order to avoid actions disturbing the Park's flora, fauna and soil resources.

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2. The basic facilities needed for the Park's development will be built; these constructions include the Administrative Center, control post cabins, airfield, study trails, visitor's center, park roads, picnic grounds, camping areas, study areas, living and maintenance zones, plus forestry, fishing and fauna research zones.

3. Landmarks and signboards will be installed and maintained along Park boundaries and other areas of interest in the Park. Fences will be installed and maintained where necessary.

4. Work will continue on the Park's Master Plan.

5. Maintenance areas will be developed with sufficient equipment necessary for proper functioning of the Park.

6. Public information and education programs will be organized regarding environmental problems.

7. All farms and improvements will have to be purchased by INDERENA.

NOTE: All domestic animals inside the Park limits susceptible to Foot and Mouth Disease will have to be purchased by Instituto Colombiano Agropecuario.

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ACUERDO ENTRE EL MINISTERIO DE AGRICULTURA DEL GOBIERNO DE COLOMBIA Y EL DEPARTAMENTO DE AGRICULTURA DEL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

Considerando que el Ministerio de Agricultura del Gobierno de Colombia y el Departamento de Agricultura de los Estados Unidos de América desean proseguir el Programa para mantener libre de la Fiebre Aftosa el Area I, erradicar esta enfermedad en el Area II, y controlar la misma en el Area III designadas en el Anexo No. 1, para ayudar a prevenir la diseminación de esta enfermedad desde Colombia como resultado de la construcción de la Carretera del Tapón del Darién bajo el Convenio firmado en Bogotá, D. E., Colombia, el 18 de Agosto de 1.973 y acelerar el logro de los objetivos, acuerdan sustituír dicho Convenio de la siguiente manera:

I. PROPOSITO

El propósito de este acuerdo es establecer los términos bajo los cuales el Ministerio de Agricultura del Gobierno de Colombia (que en adelante se denominará el Ministerio) y el Departamento de Agricultura de los Estados Unidos de América (que en adelante se denominará el USDA), cooperarán en un programa diseñado para mantener libre de la Fiebre Aftosa el Area I, erradicar esta enfermedad en el Area II, y

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controlar la misma en el Area III designadas en el Anexo No. 1 para ayudar a prevenir la diseminación de esta enfermedad desde Colombia como resultado de la construcción de la Carretera del Tapón del Darién. Conforme a los términos del presente Acuerdo que se celebra en virtud del Convenio General de Asistencia Económica, Técnica y Afín suscrito por el Gobierno de los Estados Unidos de América y el Gobierno de Colombia con fecha Julio 23 de 1.962, y en virtud de la Ley Pública 92-152, que autoriza al Secretario de Agricultura de los Estados Unidos para que coopere con el Gobierno de Colombia en la prevención, el control y la erradicación de la Fiebre Aftosa y otras enfermedades contagiosas de animales. El USDA y el Ministerio suministrarán apoyo técnico y financiero y tomarán o harán tomar aquellas medidas que sean necesarias para cumplir los objetivos del presente Acuerdo.

II. OBJETIVO

El objetivo de este Acuerdo es proseguir y acelerar las actividades para la prevención, control y erradicación de la Fiebre Aftosa, que adelanta el Gobierno de Colombia a través del Ministerio, el Instituto Colombiano Agropecuario (que en adelante se denominará el ICA), en coordinación con otras entidades Colombianas designadas en el Anexo No. 1, tales como el Instituto para el Desarrollo de los Recursos Naturales Renovables y del Ambiente (que en adelante se denominará el

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INDERENA), el cual trabajará en el Parque Los Katios para impedir la diseminación de la Fiebre Aftosa a áreas que actualmente se encuentran libres de tal enfermedad.

III. TERMINOS

A. De acuerdo con el propósito y el objetivo citados arriba, el Ministerio y el USDA acuerdan lo siguiente:

1. Establecer dentro del ICA un Programa Cooperativo Conjunto (que en adelante se denominará el Programa) con el fin de ejecutar todas las medidas de prevención de Fiebre Aftosa que se recomiendan en los Planes de Trabajo Técnicos esbozados en el Anexo No. 1. El ICA coordinará las actividades de las otras Entidades Colombianas que participen en el Programa. El Gerente General del ICA nombrará un Director Ejecutivo del Programa, de tiempo completo, quien dependerá directamente del Gerente General del ICA y estará encargado de administrar, controlar y supervisar el Programa. El USDA suministrará un Consejero Técnico Jefe.

El Gerente General del ICA, el Director Ejecutivo del Programa y el Consejero Técnico Jefe cooperarán conjuntamente en los aspectos técnicos, financieros y de control dentro

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del Programa, de acuerdo con los Planes de Trabajo Técnicos y Políticas indicadas en el Anexo No. 1, el cual forma parte integral de este Acuerdo.

El Director Ejecutivo y el Consejero Técnico Jefe analizarán el Programa y periódicamente elaborarán informes de progreso conjuntos. Toda discrepancia, en las operaciones diarias del Programa, seran resueltas mediante conversaciones entre el Director Ejecutivo y el Consejero Técnico Jefe o cuando fuere necesario, por el Comité Consultivo (que en adelante se denominará el Comité).

El Director Ejecutivo y el Consejero Técnico Jefe desarrollarán conjuntamente planes y acciones, tal como se define en el Anexo No. 1, relacionados con las actividades del ICA, de acuerdo con las leyes y reglamentos del ICA.

El Director Ejecutivo, el Coordinador del Proyecto del - INDERENA y el Consejero Técnico Jefé desarrollarán conjuntamente planes y acciones, tal como se define en el Anexo No. 1 en relación con las actividades del INDERENA de acuerdo con las leyes y los reglamentos del INDERENA.

2. Establecer un Comité Consultivo que se reunirá para revisar los resultados del Programe, dar orientación al Programa

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para el futuro, y revisar los planes de trabajo y los presupuestos según sea apropiado.

El Comité estará formado por el Director Ejecutivo y el Consejero Técnico Jefe del Programa, un representante designado por el Departamento Nacional de Planeación de Colombia, tres miembros designados por el Ministerio y 4 miembros designados por el USDA.

Las reuniones se efectuarán semestrálmente o con mayor frecuencia si fuere necesario. El Gobierno de Colombia o el Gobierno de los Estados Unidos podrá solicitar una reunión en cualquier momento y dicha reunión se efectuará dentro de las seis semanas siguientes a la fecha de tal solicitud.

3. Aceptar y hacer cumplir las disposiciones del Anexo No. 1.

4. Hacer uso del apoyo financiero y técnico suministrado por el Ministerio y el USDA de acuerdo con las disposiciones de este Acuerdo.

5. Realizar las actividades del Programa, además de cumplir los actuales compromisos de Colombia del Programa Anti-

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aftoso ICA-BID (Banco Interamericano de Desarrollo) en las áreas indicadas en el Anexo No. 1.

B. De acuerdo con el propósito, el objetivo y los términos anteriores, el Ministerio se compromete a aportar, sujeto a la disponibilidad de fondos, un porcentaje o cuota de los costos del Programa que le corresponda de acuerdo con los Planes de Trabajo y los Presupuestos Anuales aprobados por el Comité Consultivo.

C. De acuerdo con el propósito y los objetivos anteriores, el USDA se compromete a:

1. Suministrar los servicios de un Consejero Técnico Jefe y suministrar los servicios del personal adicional del USDA que sea necesario para la cooperación técnica y administrativa en las áreas de detección, control, erradicación, mantenimiento de equipos y vigilancia, y participar en otras formas en el Programa de acuerdo con los términos del presente Acuerdo.

2. Contribuír, de acuerdo con el propósito, los objetivos y los términos anteriores, y sujeto a la disponibilidad de fondos, con un porcentaje o cuota de los costos del Programa que le corresponda de acuerdo con los Planes de Trabajo

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y los Presupuestos Anuales aprobados por el Comité Consultivo.

D. Previa aprobación del Comité Consultivo, se podrá aceptar la incorporación dentro del Programa de fondos provenientes de otras fuentes.

IV. FINANCIACION

El Ministerio y el USDA, sujetos a la disponibilidad de fondos, aportarán las cantidades que se consideren necesarias para realizar las actividades del Programa dispuestas en el Anexo No. 1. Salvo acuerdo en contrario por escrito, el Ministerio aportará su cuota y el USDA aportará su cuota de los costos del Programa de acuerdo con los Presupuestos Anuales y Planes de Trabajo aprobados por el Comité Consultivo.

Antes de cualquier desembolso de fondos por parte del USDA, el Ministerio y el USDA acordarán por escrito un Plan de Trabajo y Presupuestos Anuales para gastos de capital y operación. El Plan de Trabajo y Presupuestos Anuales serán elaborados por el Director Ejecutivo y el Consejero Técnico Jefe y serán revisados por el Comité Consultivo y aprobados por el Ministerio y el USDA.

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El Programa contará con una cuenta especial (que en adelante se denominará la Cuenta en Pesos) en un Banco aceptable para el ICA y el - USDA, para los desembolsos en pesos.

Al ser aprobados el Presupuesto y el Plan de Trabajo Anuales por parte del Comité, el USDA y el Ministerio harán depositar anticipos iniciales en la Cuenta en Pesos. Los desembolsos del Ministerio a favor de dicha cuenta se harán de acuerdo con las normas presupuestales del Gobierno de Colombia, mensualmente.

Los desembolsos para dicha cuenta por parte del USDA se harán a través del Consejero Técnico Jefe de acuerdo con las metas establecidas o con mayor frecuencia según sea necesario.

Toda adquisición de bienes y servicios hasta 200.000 pesos de la cuenta en pesos, deberá contar con el Visto Bueno del Director Ejecutivo y el Consejero Técnico Jefe y deberá hacerse de acuerdo con la Ley Colombiana. Además gastos superiores a 200.000 pesos deberán hacerse de acuerdo con los procedimientos de compra del ICA o del INDERENA para tal cantidad.

Las adquisiciones de bienes y servicios autorizados por el Director Ejecutivo y el Consejero Técnico Jefe pueden hacerse con fondos del proyecto USDA utilizando los procedimientos de compra del USDA o de la Embajada de los Estados Unidos.

V. OTROS TERMINOS Y CONDICIONES

A. El Consejero Técnico Jefe y el Personal del USDA que participe en el Programa tendrán plenas oportunidades para tomar parte en

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todos los aspectos del Programa, tendrán acceso a toda la información y a las dependencias relacionadas con el Programa, y podrán viajar libremente en las áreas donde éste se desarrolle.

B. Los funcionarios y empleados del USDA que participen en el Programa serán considerados como Miembros de la Misión Especial descrita en el Convenio General sobre Asistencia Económica, Técnica y Afín del 23 de Julio de 1.962, y tendrán los privilegios, las inmunidades y las excepciones previstas bajo los Artículos III y IV (b) de dicho Convenio. Los fondos, los equipos y suministros utilizados por el USDA en el desarrollo del Programa serán tratados tal como se dispone en los Artículos IV (a) y V de ese Convenio General.

C. El Ministerio y el USDA tendrán el derecho en cualquier momento de solicitar, por una causa justificada, el reemplazo de cualquier persona del Programa del USDA o de Colombia.

D. El Programa llevará libros y registros para el Programa y el presente Acuerdo conforme a principios sólidos de Contabilidad y a prácticas aplicadas consistentemente. Tales libros y registros serán adecuados, sin limitaciones, para mostrar el recibo, desembolso y destino de todos los bienes y servicios adquiridos con los que hayan sido desembolsados bajo el presente Acuerdo y

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en desarrollo del Programa. Tales libros y registros serán examinados periódicamente por Auditores aceptables, tanto para el Ministerio como para el USDA, de acuerdo con principios sólidos de contabilidad y prácticas aplicadas consistentemente, para el período y en los intervalos que requieran el Ministerio o el USDA, y se mantendrán durante cinco años a partir de la fecha del último desembolso del Ministerio o del USDA bajo el presente Acuerdo.

E. Los representantes autorizados del USDA y de la Oficina General de Contabilidad de los Estados Unidos tendrán el derecho en todo momento razonable de inspeccionar los lugares del Programa, la utilización de todos los bienes y servicios financiados con fondos del Programa, así como los libros, registros y demás documentos del Programa relacionados con sus actividades y con la financiación, y podrán mantener control del inventario respecto a todos los equipos y materiales financiados por el Programa.

F. Responsabilidad por la Propiedad

1. Los títulos de toda la propiedad del Programa, excepto aquellos que tengan la condición de bienes inmuebles, como tierra y edificios, cuyo valor sea de 200 o más dólares U.S. y que hayan sido comprados con fondos de los Estados

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Unidos, seguirán siendo de propiedad de los Estados Unidos. Los registros de inventario indicarán, que se determinará como se dispondrá de tales títulos de propiedad al terminarse el Acuerdo.

2. Toda propiedad, excepto aquellas que tengan la condición de bienes inmuebles, como tierra y edificios, con valor de 200 dólares U.S. o más que haya sido comprada con fondos conjuntos del Gobierno de Colombia y los Estados Unidos se convierte en propiedad del Programa. Al terminarse el Acuerdo, lo producido por la venta de tal propiedad será devuelto al Gobierno de Colombia y de los Estados Unidos en la misma proporción de los fondos totales aportados al Programa. Tal propiedad será registrada en los registros de inventario como propiedad del Programa Cooperativo Conjunto.

3. Los títulos de toda la propiedad que el Programa tenga en calidad de préstamo del Gobierno de Colombia o los Estados Unidos seguirá siendo propiedad del Gobierno respectivo. Los registros de inventario indicarán el propietario respectivo. Cada Gobierno determinará como dispondrá de tal propiedad al terminarse el Acuerdo.

C. El Gobierno de Colombia representará al Personal Colombiano del Programa en cualquier proceso legal que surgiere contra el Programa y cualquier sentencia contra el Programa que no tenga -

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origen en actos o hechos de funcionarios de USDA, será pagado directamente por el Gobierno de Colombia. El personal de USDA estará amparado legalmente de acuerdo a lo designado en la parte B, parágrafo V.

H. En caso de cualquier desembolso que no se hiciere o no se utilizare de acuerdo con los términos de este Acuerdo o según lo aprobado por el Comité o por el Director Ejecutivo y el Consejero Técnico Jefe en relación con los objetivos del Acuerdo, el Ministerio o el USDA podrá exigir la devolución de tal suma en pesos colombianos a los respectivos Gobiernos dentro de los 30 días siguientes al recibo de la correspondiente solicitud. El derecho del Ministerio o el USDA de exigir la devolución en relación con cualquier desembolso bajo este Acuerdo seguirá vigente durante cinco años a partir de la fecha de tal desembolso.

I. A la terminación del acuerdo, los fondos existentes después de pagar todas las obligaciones, deberán distribuirse a los Gobiernos en la misma proporción de sus respectivas contribuciones al Programa.

J. El presente Acuerdo podrá ser modificado mediante intercambio de notas entre el Ministerio y el USDA; dichas modificaciones entrarán en vigor cuando sean confirmadas por canje de Notas Diplomáticas entre los dos gobiernos.

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K. El presente Acuerdo seguirá vigente hasta que transcurran noventa (90) días después de que una de las partes haya dado notificación escrita a la otra de su deseo de terminarlo. En caso de tal determinación, el Director Ejecutivo y el Consejero Técnico Jefe mantendrán o harán mantener a un mínimo los gastos y las obligaciones durante tal período de noventa (90) días.

VI. DISPOSICIONES FINALES

El presente Acuerdo entrará en vigencia al intercambiarse las correspondientes Notas Diplomáticas entre el Gobierno de Colombia y el Gobierno de los Estados Unidos de América, en las cuales se confirmen sus disposiciones. El presente Acuerdo sustituye el Convenio firmado el 18 de Agosto de 1.973. En constancia de lo anterior firman:

En Bogotá, Colombia el día 8 de Agosto de 1979.

POR EL MINISTERIO DE AGRICULTURA DE LA REPUBLICA DE COLOMBIA:

POR EL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS DE AMERICA:

EMBAJADOR DE LOS ESTADOS UNIDOS DE AMERICA

Diego C. Asencio

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ANEXO NO. 1

INSTITUTO COLOMBIANO AGROPECUARIO - ICA

PLANES TECNICOS DE TRABAJO

PROGRAMA DE PREVENCION, ERRADICACION Y CONTROL DE LA FIEBRE AFTOSA.

A. AREA I.

El Area I se designará como área libre de Fiebre Aftosa, con este fin se implementará el Programa de la siguiente forma:

1. Límites

Es la zona comprendida dentro de los siguientes límites: Partiendo de la desembocadura del Río Murrí en el Río - Atrato, Río Atrato abajo hasta su desembocadura en el - Océano Atlántico; de este punto hasta el límite con Panamá siguiendo la Costa Atlántica hasta el Cabo Tiburón; de este punto al Océano Pacífico siguiendo la frontera Colombo-Panameña; de este punto a la desembocadura del Río Valle siguiendo la Costa Pacífica y de este punto en linea recta

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a la desembocadura del Río Murrí en el Río Atrato, punto de partida.

Dentro de esta zona está incluído el Parque Nacional Los Katíos, el cual será visitado por funcionarios del Programa del ICA para inspección y control de animales y otras medidas que sean necesarias.

2. Acciones Preventivas.

a. Todas las fincas que tengan animales susceptibles de contraer enfermedad vesicular, seguirán siendo sometidas a visitas de inspección mensual (1 visita mes a cada finca) y todos los animales serán inspeccionados visualmente para detectar síntomas de enfermedades vesiculares.

b. Se mantendrá identificado con una marca especial el 100% de la población bovina, con el fin de facilitar el control.

c. Se mantendrá actualizado mensualmente el censo de la población animal, lo mismo que los mapas con la ubicación de las fincas.

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d. Dos veces al año se efectuarán muestreos VIA a los animales existentes en el Area de acuerdo a un - muestreo estadístico.

A los animales positivos a VIA se les practicará la prueba O.P. Los animales importados de áreas libres, serán sometidos a las mismas pruebas al llegar a la zona y tres meses después.

e. Esporádicamente se realizarán inspecciones epidemiológicas en animales salvajes del área.

f. Se controlará la movilización de animales, productos y subproductos dentro, desde y hacia el Area I. No se permitirá la introducción de animales, productos y subproductos susceptibles de transmitir la Fiebre Aftosa, excepto como se indica en el No. 3 (d) abajo.

g. Se continuará e intensificará el programa de educación y divulgación de la Campaña para mentener la zona libre de Fiebre Aftosa.

3. Requisitos para Mantener el Area I Libre de Fiebre Aftosa.

a. Cumplimiento de las acciones preventivas.

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b. No aplicación de vacuna antiaftosa.

c. Mantenimiento del Fondo de Indemnización.

d. Se permitirá la introducción de animales susceptibles de contraer la Fiebre Aftosa y de semen, solamente de paises libres de la enfermedad y de otras enfermedades exóticas, bajo la supervisión de personal del Programa, y con el único fin de mejorar la calidad genética del ganado existente en el Area.

4. Acciones para Erradicar Brotes de Fiebre Aftosa.

a. Se eliminarán los animales infectados de Aftosa y aquellos suceptibles que estén en contacto, luego se quemarán o enterrarán.

b. Se llevarán a cabo investigaciones epidemiológicas del origen de los brotes, así como investigaciones para determinar la dispersión o extensión de la enfermedad en cada brote que se presente.

c. En la zona del brote se cuarentenará un área de 20 Kms. de radio. Se prohibirá totalmente la movilización de

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animales susceptibles de Fiebre Aftosa, productos y subproductos que puedan transmitirla en el área cuarentenada, hasta tres semanas después de que se hayan eliminado los últimos animales susceptibles en las fincas infectadas y se haya hecho una limpieza y desinfección general de las fincas infectadas.

d. Se pagará una indemnización, de acuerdo con los precios del mercado, a los propietarios de los animales sacrificados.

e. La repoblación se llevará a cabo bajo una estrecha supervisión de un Veterinario, con el propósito de detectar posibilidades de enfermedad.

f. Se tomarán otras medidas complementarias que sean necesarias, tales como:

- Inspección diaria de los animales en la zona cuarentenada para detectar cualquier difusión de la infección durante la cuarentena.

- Otras medidas sanitarias para controlar el movimiento de personal y equipo contaminado.

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5. Se continuarán desarrollando otros programas complementarios al Programa de Prevención de Fiebre Aftosa.

6. Se construirán Puestos de Control y Desinfección de acuerdo a las necesidades, a lo largo de la ruta de la Carretera del Tapón del Darién desde Palo de Letras hasta el Río León. Estas construcciones deberán ser hechas por el Ministerio de Obras Públicas con sus fondos; sin embargo la operación de ellos estará bajo el control del Programa en ICA.

B. AREA II

El objetivo del Programa en esta área es la erradicación de la Fiebre Aftosa, con el fin de reforzar y complementar el Programa descrito para el Area I. El Programa se implementará en la forma siguiente:

1. Límites

Comprende los municipios de Arboletes, Necoclí, San Pedro de Urabá, Turbo, Apartadó, Chigorodó, Mutatá, Dabeiba, - Uramita, Murindó y Riosucio (margen derecha del Río Atrato).

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2. Requerimientos del Programa

a. Vacunación Antiaftosa cíclica y obligatoria de la población bovina del área, bajo la supervisión y control de personal del Programa. El Director Ejecutivo del Programa y el Consejero Técnico Jefe cuando sea necesario harán excepciones de acuerdo al progreso alcanzado.

La vacunación en el Area II se continuará hasta tanto haya un programa semejante de vacunación en el Area III (Córdoba, margen izquierda del Rio Sinú) y 2 años sin brote en el Area II.

En este momento cada Sector Libre de Fiebre Aftosa será evaluado y se suspenderá la vacunación cuando interese al programa. Tales Sectores Libres se mantendrán utilizando las mismas medidas de control del Area I, o como acuerden el Director Ejecutivo y el Consejero Técnico Jefe.

b. Control de la movilización de animales, productos y subproductos, dentro, desde y hacia el Area II.

No se permitirá la introducción al Area II de animales

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sin vacunar, excepto los que procedan del Area I o de países libres de la enfermedad, los cuales serán vacunados en la finca de destino. Excepciones apropiadas serán hechas por el Director Ejecutivo y el Consejero Técnico Jefe cuando sectores del Area II consigan el status de libre.

c. Se aumentará la vigilancia de los animales.

3. Plan de Acción

a. Se establecerán los Puestos de Vigilancia y Control que sean necesarios en el Area II.

b. Se efectuarán 3 Ciclos de Vacunación al año, utilizando vacuna producida con los mejores antígenos disponibles, previamente probados para inocuidad y potencia en bovinos.

Otros métodos de vacunación por Ciclo podrán ser implementados y recomendados por el Director Ejecutivo y el Consejero Técnico Jefe, cuando haya disponibilidad de otras vacunas apropiadas que produzcan períodos más largos de inmunidad, en tal caso podrán reducirse los Ciclos de Vacunación.

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c. Se continuará e intensificará el Programa de Educación de la Comunidad y divulgación del Programa de Prevención, Vigilancia y Erradicación de la Fiebre Aftosa.

d. Se continuarán desarrollando otros programas complementarios.

e. Se efectuará una evaluación anual de niveles de anticuerpos conferidos por la vacuna antiaftosa en poblaciones jóvenes y adultas, de acuerdo a un muestreo - estadístico.

f. Anualmente se realizará un muestreo O.P. y VIA a los bovinos del Area, de acuerdo a un muestreo estadístico.

4. Métodos para el Control de Brotes de Fiebre Aftosa.

a. Se llevarán a cabo investigaciones epidemiológicas desde el origen de los brotes, así como investigaciones para determinar la dispersión o extensión de la enfermedad en cada brote que se presente.

b. En la zona de brote, se establecerá una cuarentena de mínimo 10 Kms. de radio, determinando en lo posible,

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la zona a cuarentenar por barreras naturales. La duración de la cuarentena será de 21 días despues de haber aparecido el último caso clínico, durante este tiempo los movimientos de animales, productos y subproductos susceptibles de Fiebre Aftosa serán prohibidos.

c. Se tomarán otras medidas sanitarias complementarias que sean necesarias tales como:

- Inspección diaria de los animales en la zona de cuarentena para detectar cualquier difusión de la infección durante la cuarentena.

- Otras medidas sanitarias para controlar el movimiento de parsonal y equipo contaminado.

d. Todos los animales incluidos en el Area de Cuarentena se vacunarán y/o revacunarán directamente por funcionarios del Programa.

e. Se tomarán muestras de epitelio O.P. y VIA de todos los brotes que se presenten.

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f. Cuando el Area II empiece el programa como Area Libre, los métodos para control de brotes de Fiebre Aftosa serán los mismos del Area I o los que establezcan el Director Ejecutivo y el Consejero Técnico Jefe de acuerdo a las circunstancias.

C. AREA III (La parte del Area III del ICA como está definida en 1 abajo)

El objetivo del Programa en esta Area es el de controlar y eventualmente erradicar la Fiebre Aftosa, para así reforzar y complementar el Programa descrito para las Areas I y II.

El Programa se implementará en la forma siguiente:

(NOTA: Para el Area III, el Director Ejecutivo y el Consejero Técnico Jefe podrán implementar total o parcialmente o sustituír planes alternativos modificados, en vez de los planes descritos más adelante, de acuerdo con los fondos disponibles.)

1. Límites

Es la zona comprendida dentro de los siguientes límites: Partiendo de la desembocadura del Río Sinú en el Océano Atlántico, Río Sinú arriba hasta el nacimiento en el Alto

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Paramillo, de este punto hasta Puerto Rey en el Océano Atlántico, siguiendo el límite entre los Departamentos de Antioquia y Córdoba, y de este punto hasta la desembocadura del Río Sinú (punto de partida) siguiendo la Costa Atlántica.

2. Requerimientos del Programa

a. Vacunación antiaftosa cíclica y obligatoria de la población bovina del área, bajo la supervisión y control de funcionarios del Programa.

b. Control de la movilización de animales, productos y subproductos dentro, desde y hacia el Area III.

c. No se permitirá la introducción al Area III de animales sin vacunar, exceptuando aquellos que vengan de áreas libres, los cuales serán vacunados en la finca de destino.

3. Plan de Acción

a. Se establecerán los Puestos de Control y Vigilancia que sean necesarios en el Area III.

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b. Se efectuarán 3 Ciclos de Vacunación al año en bovinos, utilizando Lotes de Vacunas previamente probados para inocuidad y potencia en bovinos.

Otros métodos de vacunación por ciclo podrán ser implementados y recomendados por el Director Ejecutivo y el Consejero Técnico Jefe, cuando haya disponibilidad de otras vacunas apropiadas que produzcan períodos más largos de inmunidad.

c. Se complementará y desarrollará la campaña de divulgación y educación sanitaria, relacionada con vigilancia, prevención, control y erradicación de Fiebre Aftosa.

d. Se tomarán las medidas complementarias que sean necesarias

4. Métodos para el Control de Brotes de Fiebre Aftosa

a. En la zona de brote, se establecerá una cuarentena de mínimo 10 Kms. de radio, determinando en lo posible la zona a cuarentenar por barreras naturales. La duración de la cuarentena será de 21 días después de haber aparecido el último caso clínico; durante este tiempo

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los movimientos de animales, productos y subproductos susceptibles de Fiebre Aftosa serán prohibidos.

b. Se tomarán otras medidas complementarias que sean necesarias, tales como:

- Inspección diaria de los animales en la zona cuarentenada para detectar cualquier difusión de la infección durante la cuarentena.

- Otras medidas sanitarias para controlar el movimiento de personal y equipo contaminados.

c. Todos los animales incluidos en el Area de Cuarentena se vacunarán y/o revacunarán directamente por funcionarios del Programa.

d. Se hará un seguimiento epidemiológico de todos los brotes que se presenten.

e. Se tomarán muestras VIA, O.P. y de epitelio de todos los brotes que se presenten.

f. Cuando el Area III empiece el programa como Area Libre,

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los métodos para control de brotes de Fiebre Aftosa - serán los mismos del Area I, o como sea dispuesto por el Director Ejecutivo y el Consejero Técnico Jefe, de acuerdo con las circunstancias.

NOTA: El cumplimiento de los Planes de Trabajo descritos anteriormente, está sujeto a la disponibilidad de fondos para su financiación.

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INDERENA

PLANES TECNICOS DE TRABAJO

PARQUE NACIONAL NATURAL LOS KATIOS

A. Límites del Parque

Los límites del Parque que aparecen en el Convenio de 1.973, se modificarán ampliando su superficie para un mejor control del Area. La superficie a anexar al Parque ya ha sido estudiada por el INDERENA y existe el concepto favorable por parte de la Academia Colombiana de Ciencias Exactas, Físicas y Naturales.

Los nuevos linderos del Parque serán los siguientes: "Partiendo del Mojón No. 1, situado en el punto más elevado (600 m.s.n.m.) y conocido como el Alto Limón o Hito Limón, se sigue con una recta de 4.000 metros y un azimut de 130 grados, en donde se encuentra el nacimiento de un afluente del Río Peye, lugar donde se ubica el Mojón No. 2. De aquí por dicho afluente y con una longitud de 1.500 metros se ubica el Mojón No. 3. De este punto se continúa aguas abajo por el Río Peye y luego por el Canal o Caño Peye

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hasta su desembocadura en el Río Atrato en donde se ubica el Mojón No. 4, desde este punto se atraviesa el Río Atrato y en su margen derecha se ubica el Mojón No. 5. Se continúa por la margen derecha del Río Atrato aguas abajo y con una distancia de 6 kilómetros al final de los cuales se coloca el Mojón No. 6, el cual se encuentra ubicado a una distancia de 1.000 metros de la boca de las Ciénagas de Tumaradó; se continúa por una linea paralela distante un kilómetro de la margen oriental de las Ciénagas de Tumaradó hasta encontrar el Caño Tumaradó donde se ubica el Mojón No. 7. Se sigue por el Caño Tumaradó y luego se continúa por el Gumercindo aguas arriba hasta su nacimiento y de allí en linea recta y azimut de 270 grados se ubica el Mojón No. 8, en la orilla derecha del Río Atrato. Se continúa por la orilla derecha del Río Atrato aguas abajo hasta el Mojón No. 9 localizado frente a la primera desembocadura del Río Perancho. Se atraviesa el Río Atrato y se continúa aguas arriba por el Río Perancho hasta el Mojón No. 10, localizado en la desembocadura del Río Cacarica en el Río Perancho. De aquí se sigue por la margen derecha del Río Perancho. De aquí se sigue por la margen derecha del Rio Cacarica hasta el Mojón No. 11 ubicado en la vuelta del Santandereano; de aquí se sigue en linea recta y con un azimut de 270 grados hasta la intersección con la frontera Colombo-Panameña donde se ubica el Mojón 12. De aquí se continúa

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por la linea fronteriza Colombo-Panameña hacia el noreste hasta el sitio denominado Alto Limón punto de partida."

Estos límites garantizan la inclusión dentro del Parque Los Katios de la Carretera Tapón del Darién desde el Río Atrato hasta la frontera Colombo-Panameña.

B. ACTIVIDADES PERMITIDAS

1. Unicamente se permitirán las actividades propias del manejo y desarrollo del Parque, para cumplir con los objetivos de conservacion, educación, investigación, protección y desarrollo, y la construcción de las Carreteras Panamericana, y Tapón del Darién todo de conformidad con la Ley Colombiana.

2. No se permitirá a personas vivir dentro del Parque, excepto los indios y el Personal del Parque. No se permitirán animales domésticos susceptibles de Fiebre Aftosa.

3. Se mantendrán las medidas de vigilancia y control para prevenir el movimiento ilegal de animales y productos o subproductos de origen animal, dentro o a través del Parque.

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C. ACCIONES

1. Se mantendrá e intensificará la vigilancia, a fin de evitar que se alteren los recursos de flora, fauna y suelos del Parque.

2. Se construirán las instalaciones básicas necesarias para el desarrollo del Parque, tales como: Centro Administrativo, cabañas de vigilancia, aeropuerto, sendero de interpretación, centro de visitantes y vías parque, áreas de picnic, camping, áreas de estudio, zonas de vivienda y mantenimiento, áreas de investigación silvicultural, pícícola y de fauna.

3. Instalación y mantenimiento de mojones y vallas de señalización de vías y áreas de interés en el Parque. Cercas serán instaladas y mantenidas donde sea necesario.

4. Se continuará la elaboración del Plan Maestro del Parque.

5. Se dotarán las instalaciones con el equipo indispensable para el buen funcionamiento.

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6. Se organizarán programas de divulgación y educación ambiental.

7. Adquisición de todos los predios y mejoras incluídas dentro de los nuevos límites del Parque por parte de INDERENA.

NOTA: Adquisición de todos los animales domésticos susceptibles de Fiebre Aftosa, que se encuentren dentro de los límites del Parque, por parte del ICA.

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DOMINICAN REPUBLIC

Agricultural Commodities

Agreement signed at Santo Domingo February 20, 1981;
Entered into force February 20, 1981.

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AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Dominican Republic agree to the sale of Agricultural Commodities specified below. This agreement shall consist of the preamble and parts I and III of the Agreement signed September 28, 1977,[1] together with the following part II:

PART II. PARTICULAR PROVISIONS

ITEM I. COMMODITY TABLE:

COMMODITY	SUPPLY PERIOD (UNITED STATES FISCAL YEAR)	APROXIMATE MAXIMUM QUANTITY (METRIC TONS)	MAXIMUM EXPORT MARKET VALUE (MILLION)
Wheat/Wheat flour (Wheat Basis)	1981	27,000	US$ 6.2
Rice	1981	17,000	8.8
TOTAL			US$15.0

ITEM II. PAYMENT TERMS: DOLLAR CREDIT (DC)

A. Initial Payment - Five (5) Percent.

B. Currency Use Payment - Five (5) Percent for Section 104 (A) Purposes.

C. Number of Installment Payments - Nineteen (19).

D. Amount of each installment payment - approximately equal annual amounts.

E. Due date of first installment payment - Two (2) years after the date of last delivery of commodities in each calendar year.

F. Initial interest rate - Two (2) percent.

G. Continuing interest rate - Three (3) percent.

[1] TIAS 8944; 29 UST 2377

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ITEM III. USUAL MARKETING TABLE

COMMODITY	IMPORT PERIOD (UNITED STATES FISCAL YEAR)	USUAL MARKETING REQUIREMENT
Wheat/Wheat Flour (Wheat basis)	1981	133,000 Metric Tons
Rice	1981	30,000 Metric Tons

ITEM IV. EXPORT LIMITATIONS:

A. EXPORT LIMITATION PERIOD:

The export limitation period shall be United States Fiscal Year 1981, or any subsequent United States Fiscal Year During which commodities financed under this agreement are being imported or utilized.

B. COMMODITIES TO WHICH EXPORT LIMITATIONS APPLY:

For the purposes of Part I, Article III-A (4) of this Agreement, the Commodities which may not be exported are: For Wheat/Wheat Flour - Wheat, Wheat Flour, Rolled Wheat, Semolina, Farina, and Bulgur (or the same products under a different name); and for Rice - Rice in the form of paddy, brown or milled.

ITEM V. SELF-HELP MEASURES:

A. The Government at the importing country agrees to undertake self-help measures to improve production, storage, and distribution of Agricultural Commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing Agricultural production through Small Farm Agriculture.

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B. The Government of the Dominican Republic agrees to the following:

1. African Swine Fever.

Continue programs designed to eradicate African Swine Fever. This program may include development of a disease surveillance system, repopulation; and construction and equipping of Diagnostic Centers.

2. Agricultural Production.

Continue efforts to expand food crop production with special emphasis on programs assisting small farmers to improve their agricultural productivity. As part of this effort, the GODR will:

a) Continue the activities and programs of the Agricultural Bank, working with U.S.A.I.D. and the Interamerican Development Bank, to increase the availability of credit for small farmers and farmer associations. Efforts will also be made to increase their access to farm inputs including seed, fertilizer, pesticides, and hand tools.

b) Implement programs to reconstruct and expand rural agricultural storage facilities with emphasis on reducing post-harvest spoilage and thereby improving income returns to small-scale producers.

c) Continue efforts to reconstruct and upgrade the rural transportation network. Special emphasis shall be placed on construction programs to expand rural feeder roads.

d) Implement programs to reconstruct ponds, small dams, and small-scale irrigation facilities and to upgrade existing facilities to improve their operating efficiency. Efforts will be made to improve management of irrigation facilities, including providing training in water resource management to appropriate technicians and managers.

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e) Continue review of the operations of the Dominican Price Stabilization Institute (INESPRE) to insure that small-scale producers are benefiting to the maximum possible extent from price support programs.

f) Implement programs to preserve and upgrade the existing natural resource base.

3. Training.

a) Expand and improve training programs and extension services for small farmers and farmer associations. Emphasis shall be placed on encouraging the adoption of high yielding varieties of food crops and modern cultivation and production techniques.

b) Implement training programs for staff level personnel and for mid-level management for the execution of resource conservation programs. The USDA, Title XII Institutions and/or other International Agencies may be used to provide technical assistance for this activity.

c) Training of specialists, as required, in African Swine Fever detection and eradication.

4. Other Activities.

A. Continue programs designed to assist home repair and reconstruction in the disaster area.

B. Upgrade rudimentary health services offered to the rural poor population through the Secretariat of Health. Special emphasis will be placed on and budget support provided for:

(a) Inoculation against prevailing contagious diseases;

(b) Family planning services; and

(c) Construction or repair of rural clinics and health posts.

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C. Support programs in Regional Development and planning.

D. Support programs in Rural Education.

E. Support for Rural Energy programs.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCURING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accuring to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement, and for the following sectors: Agriculture and Public Health, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

ITEM. VII. This Agreement is prepared in both English and Spanish. In the event of ambiguity or conflict between the two versions, the English language version will control.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Santo Domingo, in duplicate, the 20 day of February, 1981.

FOR THE GOVERNMENT OF THE DOMINICAN REPUBLIC:

BY: Antonio Guzmán

TITLE: President

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

BY: Robert L. Yost

TITLE: Ambassador

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ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DOMINICANA PARA LA VENTA DE PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el Gobierno de la República Dominicana acuerdan la venta de los productos agrícolas especificados más abajo. Este Acuerdo consistirá del preámbulo y Partes I y III del Acuerdo suscrito el 28 de septiembre de 1977, conjuntamente con la siguiente Parte II.

PARTE II. DISPOSICIONES ESPECIALES

PUNTO I. TABLA DE PRODUCTOS:

PRODUCTO	PERIODO ENTREGA (AÑOS FISCAL DE LOS ESTADOS UNIDOS)	CANTIDAD MAXIMA APROXIMADA (TONELADAS METRICAS)	VALOR MAXIMO EN MERCADO DE EXPORTACION (MILLONES)
Trigo/Harina de Trigo (base de trigo)	1981	27,000	US$ 6.2
Arroz	1981	17,000	8.8
TOTAL			US$15.0

PUNTO II. CONDICIONES DE PAGO: CREDITO EN DOLARES (C.D.)

A. Pago Inicial - Cinco (5) Porciento.

B. Pago en Fondos de Contrapartida - Cinco (5) Porciento para Propósitos de la Sección 104 (A).

C. Número de Pagos a Plazos - Diecinueve (19).

D. Cantidad de Cada Pago a Plazos - Aproximadamente iguales cantidades.

E. Fecha de Vencimiento del Primer Pago a Plazos - Dos (2) Años a partir de la fecha de la última entrega de productos en cada año calendario.

F. Tasa Inicial de Interés - Dos (2) porciento.

G. Tasa Contínua de Interés - Tres (3) porciento.

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PUNTO III. CUADRO PARA COMPRAS NORMALES EN MERCADOS COMERCIALES

PRODUCTO	PERIODO ENTREGA (AÑO FISCAL DE LOS EE.UU.)	REQUERIMIENTOS NORMALES MERCADEO
Trigo/Harina de Trigo (Base de Trigo)	1981	133,000 Toneladas Métricas
Arroz	1981	30,000 Toneladas Métricas

PUNTO IV. LIMITACION DE EXPORTACION:

A. PERIODO DE LIMITACION DE EXPORTACION:

El período de limitación de exportaciones será el año fiscal 1981 de los Estados Unidos, o cualquier año fiscal de los Estados Unidos subsiguiente en el cual los productos financiados bajo este Acuerdo estén siendo importados o utilizados.

B. PRODUCTOS A LOS CUALES SE APLICAN LAS LIMITACIONES DE EXPORTACION:

Para los fines del Punto I, Artículo III-A (4) de este Acuerdo, los productos que no podrán ser exportados son: Para Trigo/Harina de Trigo - Trigo, Harina de Trigo, Copo de Trigo, Semolina, Fécula y "Bulgur" (o los mismos productos bajo distintos nombres); y Para Arroz - Arroz en la Forma de cáscara, marrón o molido.

PUNTO V. MEDIDAS DE AYUDA PROPIA:

A. El Gobierno del país importador acuerda a llevar a cabo medidas de ayuda propia para mejorar la producción, almacenamiento, y distribución de los productos Agrícolas. Las siguientes medidas de ayuda propia serán ejecutadas para contribuir directamente al desarrollo de las áreas pobres rurales y ayudar al pobre a participar activamente en aumentar la producción Agrícola a traves de programas de agricultura para pequeñas fincas.

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B. El Gobierno de la República Dominicana acuerda lo siguiente:

1. Fiebre Porcina Africana

Continuar los programas diseñados para erradicar la Fiebre Porcina Africana. Este programa puede incluir desarrollo de un sistema de vigilancia de la enfermedad, compensación a los agricultores, repoblación, y la construcción y equipamiento de Centros de Diagnósticos.

2. Producción Agrícola

Continuar los esfuerzos para aumentar la producción de cosechas de productos alimenticios, poniendo un énfasis especial en los programas para ayudar a los pequeños agricultores a aumentar su productividad agrícola. Como parte de este esfuerzo el GORD se compromete a:

a) Continuar con las actividades y programas del Banco Agrícola, colaborando con la U.S.A.I.D. y el Banco Interamericano de Desarrollo, para aumentar la disponibilidad de créditos a pequeños agricultores y asociaciones de agricultores. Se harán también esfuerzos para aumentar su acceso a insumos agrícolas, incluyendo semillas, fertilizantes, insecticidas y herramientas de mano.

b) Desarrollar programas para reconstruir y ampliar las facilidades de almacenaje para los productos rurales agrícolas con énfasis en reducir daños a la cosecha después de recolectada y de tal modo, mejorar el ingreso de los pequeño agricultores.

c) Continuar los esfuerzos para reconstruir y mejorar la red de caminos rurales para aumentar los caminos vecinales. Se le dará énfasis especial a los programas de construcción para aumentar los caminos vecinales.

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d) Desarrollar programas para reconstruir estanques, presas pequeñas y facilidades de irrigación a pequeña escala y a mejorar la calidad de las facilidades existentes para majorar su eficiencia operativa. Se harán esfuerzos para mejorar la administración de facilidades de irrigación, incluyendo proveer entrenamiento en administración de fuentes de agua a los técnicos y administradores apropiados.

e) Continuar revisando las operaciones del Instituto Nacional de Estabilización de Precios (INESPRE) para asegurarse que productores pequeños se beneficien hasta el máximo posible de los programas de apoyo de precios.

f) Desarrollar programas para preservar y mejorar la base existente de recursos naturales.

3. Entrenamiento

a) Extender y mejorar los programas de entrenamiento y servicios de extensión para los pequeños agricultores y las asociaciones de agricultores. Se dará énfasis espacial a variedades de cosechas alimenticias de alta producción y técnicas de producción.

b) Se ejecutarán programas de entrenamiento para personal a nivel ejecutivo y a nivel medio para administrar la ejecución de programas de conservación de recursos. Las instituciones del Departamento de Agricultura de los Estados Unidos título XIIRD y/o otras Agencias Internacionales se podrán usar para proveer asistencia técnica en esta actividad.

c) Entrenamiento de especialistas, como se requiera para la detección y erradicación de la Fiebre Porcina Africana.

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4. Otras Actividades

A. Continuar los programas diseñados a ayudar en la reparación y reconstrucción de casas en las áreas de desastre.

B. Mejorar los servicios de salud rudimentarios que se ofrecen a la población rural pobre a traves de la Secretaría de Salud. Se le dará un énfasis especial y se suministrará apoyo presupuestario para:

(a) Inmunizaciones contra enfermedades transmisibles endémicas;

(b) Servicios de Planificación Familiar: y

(c) Construir o reparar las clínicas rurales y puestos de salud

C. Apoyar los programas regionales de desarrollo rural y de planificación.

D. Apoyar los programas en educación rural.

E. Apoyar los programas para energía rural.

PUNTO VI. PROPOSITOS DE DESARROLLO ECONOMICO PARA LOS CUALES SE UTILIZARAN LOS FONDOS PROVENIENTES DE LA VENTA DE LOS PRODUCTOS DEL PAIS IMPORTADOR:

A. Los fondos acumulados por el País Importador mediante la venta de productos financiados bajo este Acuerdo serán utilizados para el financiamiento de las medidas de ayuda propia establecidas en este Acuerdo y para los siguientes sectores: Agricultura y Salud Pública, en forma diseñada para aumentar el acceso adecuado, nutricional y estable de alimentos.

B. Al usar los fondos para estos propósitos, se pondrá especial énfasis en mejorar directamente las vidas de las personas de más escasos recursos del país y la capacidad de las mismas de participar en el desarrollo de su País.

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PUNTO VII. Este acuerdo está preparado en Inglés y en Español. En el caso de ambiguedad o conflicto entre las dos versiones, la versión en Inglés prevalecerá.

EN FE DE TODO LO CUAL, los respectivos representantes, debidamente autorizados al efecto, han firmado el presente Acuerdo.

HECHO en Santo Domingo, en duplicado, el día 20 del mes de Febrero de 1981.

POR EL GOBIERNO DE LA REPUBLICA DOMINICANA:

POR: Antonio Guzmán

CARGO: Presidente

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

POR: Robert L. Yost

CARGO: Embajador

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CANADA

Scientific Cooperation: Geological Sciences

Memorandum of understanding signed at Reston April 2, 1981; Entered into force April 2, 1981.

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CA-2

MEMORANDUM OF UNDERSTANDING

BETWEEN

GEOLOGICAL SURVEY

OF THE

DEPARTMENT OF THE INTERIOR OF THE

UNITED STATES OF AMERICA

AND

GEOLOGICAL SURVEY OF CANADA

OF THE

DEPARTMENT OF ENERGY, MINES AND RESOURCES OF THE

GOVERNMENT OF CANADA

ON COOPERATION IN GEOLOGICAL SCIENCES

Article I. Scope and Objectives

The Geological Survey of the United States Department of the Interior (hereinafter referred to as "USGS") and the Geological Survey of Canada of the Department of Energy, Mines and Resources, Government of Canada, (hereinafter referred to as "GSC"), hereby state their intention to pursue scientific and technical cooperation in geological sciences in accordance within this Memorandum of Understanding (hereinafter referred to as "Memorandum"), which establishes the procedure for cooperation.

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The purpose of this Memorandum is to establish a framework acceptable to both parties for the execution of further memoranda of understanding or agreements for the exchange of scientific and technical knowledge and augmentation of scientific and technical capabilities of USGS and GSC (hereinafter sometimes referred to as the "Parties").

For cooperation requested by GSC that extends into subjects outside the scope of USGS, USGS may, with the consent of GSC and compatible with existing United States laws, executive orders, regulations and policies, endeavor to enlist the participation of other United States entities.

The GSC may, with consent of USGS, include the participation of other Canadian entities, as well as departments or agencies, federal or provincial, in Canada, in the development of activities contained in the scope of this Memorandum.

Article II. Cooperative Activities

Forms of cooperative activities under this Memorandum may consist of exchanges of technical information, exchange visits, cooperative research between scientists of the Parties engaged in research and data exchange in the field of geological sciences within the scope of programs of the Parties, and other forms of cooperative activities as are mutually acceptable. All activities are subject to applicable laws, and regulations of the Parties.

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Article III. Source of Funding

Cooperative activities under this Memorandum will be subject to and dependent upon the financial support and manpower available to the Parties. The terms of financing will be established by the Parties before the commencement of each activity.

Article IV. Intellectual Property

The definition of the phrase 'Intellectual Property' will be as described in Multi-Lateral Convention of the World Intellectual Property Organization (WIPO)[1] to which Canada and the United States of America are signatories. The right, if any, to disseminate information regarding such Intellectual Property, the sharing of the same, the manner in which this shall be done, to what parties, the timing of any such release, and any other matters in relation to such Intellectual Property, shall also be clearly stated in each memorandum or agreement made under the umbrella of this Memorandum.

Article V. Review of Activities

The parties will designate representatives who, at times mutually established by the Parties, will review the activities under this Memorandum.

Article VI. Project Annexes

Any activity carried on under the general aegis of this Memorandum shall be subject to an exchange of correspondence between the Parties relating to that activity and to further arrangements in accordance with the laws and procedures of Canada and the United States.

[1] Done July 14, 1967. TIAS 6932; 21 UST 1749.

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Article VII. Entry into Force and Termination

This Memorandum shall enter into force upon signature by both parties and remain in force for five (5) years, unless extended by mutual agreement. The Memorandum may be terminated at any time by either Party upon ninety (90) days written notice to the other Party. The termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum which are initiated prior to such termination. Done at Reston, Virginia this day of April 2, 1981

For the:

Geological Survey of the
Department of the Interior
United States of America

By: Doyle G Frederick

Name: Doyle G. Frederick

Title: Acting Director

For the:

Geological Survey of Canada of the
Department of Energy, Mines and
Resources of the Government of Canada

By: W. W. Hutchison

Name: W. W. Hutchison

Title: Director General

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ZAIRE

Finance: Consolidation and Rescheduling of Certain Debts

Implementation agreement signed at Kinshasa April 8, 1981; Entered into force April 8, 1981.

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Implementation Agreement Between the United States of America and the Republic of Zaire Regarding the Consolidation and Rescheduling of Repayments Due under Agency for International Development Loans

AGREEMENT, dated as of July 28, 1980,[1] by and between the United States of America, acting through the Agency for International Development ("A.I.D.") and the Republic of Zaire ("Zaire").

WHEREAS, the United States of America, acting through A.I.D. has made certain loans to Zaire;

WHEREAS, an understanding on consolidation and rescheduling of certain Zaire debts was signed in Paris on December 11, 1979, (the "Agreed Minute"), among representatives of certain nations, including the United States, and agreed to by Zaire;

WHEREAS pursuant to the Agreed Minute the Government of the United States of America and the Government of Zaire have agreed to rescheduling arrangements pursuant to the Agreement Between the United States of America and the Republic of Zaire Regarding the Consolidation and Rescheduling of Certain Debts Owed to, Guaranteed or Issued by the United States Government and Its Agencies, ("Rescheduling Agreement"), dated July 28, 1980; and

WHEREAS the Rescheduling Agreement provides that it should be implemented by separate agreement between Zaire and A.I.D.;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

Definitions

1. "Contracts" means those loan agreements pertaining to the transactions between Zairian obligors and A.I.D. as identified in Annex A, executed prior to January 1, 1979, with original maturities of both less than and more than one year.

2. "Short-Term Arrearages" means the United States dollar amount of the sum of principal and interest, payable will respect to Contracts with Original maturities of one year or less than one year and due prior to and remaining unpaid on June 30, 1979.

[1] TIAS 9907; 32 UST 3631.

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3. "Long-Term Arrearages" means the United States dollar amount of the sum of principal and interest, payable with respect to Contracts with Original maturities of more than one year and due prior to and remaining unpaid on June 30, 1979; for HIG Loan HG-001, arrearages remaining unpaid on May 31, 1980.

4. "Arrearages" means the sum of Short-Term Arrearages and Long-Term Arrearages.

5. "Consolidated Long-Term Arrearages" means eighty percent of the dollar amount of the Long-Term Arrearages. "Non-Consolidated Long-Term Arrearages" means the remaining twenty percent of the dollar amount of the Long-Term Arrearages.

6. "Debt" means the dollar amount of the sum of principal and interest payable with respect to the Contracts falling due between July 1, 1979, and June 30, 1980, inclusive, and remaining unpaid ("First Consolidation Period") and between July 1, 1980, and December 31, 1980, inclusive, ("Second Consolidation Period").

7. "Consolidated Debt" means ninety percent of the dollar amount of the Debt. "Non-Consolidated Debt" means the remaining ten percent of the dollar amount of the Debt.

8. "Interest" means interest of Arrearages and on Debt. "Additional Interest" means interest on due but unpaid installments, as specified in Article II hereof, of Arrearages, Debt and Interest.

ARTICLE II

Terms and Conditions of Payment

1. Considering that Zaire has reached an understanding with the International Monetary Fund on the policies to be implemented and on the performance criteria to be observed in 1980, and has made another purchase under its standby arrangement, A.I.D. agrees to reschedule Arrearages and Debt with respect to the First Consolidation Period on the terms set forth in this Agreement.

2. A.I.D. agrees to reschedule Debt with respect to the Second Consolidation Period on the Terms set forth in this agreement provided that the prerequisite stated in paragraph 5(b) of the Agreed Minute has been fulfilled.

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3. Zaire agrees to repay the Arrearages and Debt in United States dollars in accordance with the schedule set forth below:

(a) Consolidated Long-Term arrearages, amounting to 4.5 Million, will be repaid in twelve equal and successive semi-annual installments beginning on June 30, 1984 and ending on December 31, 1989, as set forth on Annex B, C, D & E.

(b) Non-Consolidated Long-Term Arrearages, amounting to 1.1 Million, will be repaid in four installments according to the following schedules:

(1) 10 percent of the total on June 30, 1980;

(2) 20 percent of the total on June 30, 1981;

(3) 30 percent of the total on June 30, 1982;

(4) 40 percent of the total on June 30, 1983.

as set forth in Annex F, G, H & I.

(c) Arrearages of $865,954.49 on May 31, 1980 on HIG Loan HG-001 will be payable upon the signing of this agreement. This amount is considered arrearages on previously rescheduled debt. See Annex E, page 2. Interest shall accrue on this amount at the rate of 7.375% until fully paid.

(d) Consolidated Debt with respect to the First Consolidation Period and the Second Consolidated Period, amounting to 7.7 Million shall be repaid in twelve equal and successive semi-annual installments beginning on June 30, 1984 and ending on December 31, 1989, as set forth on Annex J, K, L, M, N, O & P.

(e) Non-Consolidated Debt with respect to the First Consolidation period, amount to 0.5 Million shall be repaid in four equal and successive annual installments beginning on June 30, 1980 and ending on June 30, 1983, as set forth on Annex Q, R & S.

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(b) Non-Consolidated Debt with respect to the Second Consolidation Period amount to 0.3 Million shall be repaid in four equal and successive annual installments beginning December 31, 1980, as set forth on Annex U, V, W & X.

4. (a) Interest shall begin to accrue at the rate set forth in this Agreement from the original due dates as set forth in the Contracts for Arrearages and Debt and shall continue to accrue until Arrearages and Debt are repaid in full. Additional Interest shall accrue from the due date of unpaid amounts of Arrearages and Debt and Interest falling due pursuant to this Agreement until such amounts are paid in full.

(b) The rate of Interest shall be 3.3 percent per calendar year on the outstanding balance of the Arrearages and Debt due; except for HIG Loan HG-001 which shall be 7.375 percent per calendar year. The rate of Additional Interest shall be the same as the rate of Interest. All Interest and Additional Interest payable with respect to the Arrearages and Debt shall be payable semi-annually on June 30 and December 31 of each year commencing on June 30, 1980; except for arrearages on previously rescheduled debt on HIG Loan HG-001 which is payable upon the signing of this agreement.

ARTICLE III

General Terms

1. Other Obligations. Except as otherwise expressly provided herein, payment of obligations which become due and payable by Zaire to A.I.D. pursuant to each of the Loan Agreements shall be paid in accordance with the existing terms of each of the Loan Agreements.

2. Full Force and Effect of the Loan Agreements. To the extent that they are not amended hereto, or rendered inconsistent hereby, the terms and conditions of the Loan Agreements, including, but not limited to, events of default and remedies upon default, shall remain in full force and effect.

3. Adjustments. The payments provided for in this Agreement, together with the figures from which such amounts are derived, are subject to correction and/or adjustment in accordance with the terms of Rescheduling Agreement.

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4. The Rescheduling Agreement. To the extent that the Rescheduling Agreement is not superseded by this Agreement it shall remain in full force and effect.

5. Place and Currency of Payment. Payment made hereunder shall be in U.S. dollars and shall be delivered to the Federal Reserve Bank, New York, for credit to the Agency for International Development (Account No. 72-00-0001).

6. Legal Opinion. Except as A.I.D. may otherwise agree in writing, within thirty (30) days from the date of this Agreement Zaire shall furnish to A.I.D. a legal opinion of counsel satisfactory to A.I.D. that this Agreement has been duly authorized or ratified by, and executed and delivered on behalf of Zaire and constitutes a valid and legally binding obligation of Zaire in accordance with its terms.

ARTICLE IV

Entry Into Force

This Agreement shall enter into force for Debt with respect to the Second Consolidated Period upon receipt by Zaire of written notice from the United States Government that the United States considers Zaire in compliance with the condition stated in Article II, paragraph 2, of the Agreement.

IN WITNESS WHEREOF, A.I.D. and Zaire, each acting through its respectively duly authorized representative, have caused this Agreement to be signed in their respective names and delivered on April 8, 1981.

UNITED STATES OF AMERICA

By: Walter Boehm [1]

Title: Acting Director

REPUBLIC OF ZAIRE

By: NGUZA KARL-I-BOND

Title: Secrétaire d'Etat aux Finances.

[SEAL]

[1] Walter Boehm.

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ANNEX A

RESCHEDULED LOANS

AGENCY FOR INTERNATIONAL DEVELOPMENT

660-K-002

003

006

008

009

010

015

017

025

H-011

012

013

T-014

016

HG-001

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ANNEX B

AGENCY FOR INTERNATIONAL DEVELOPMENT
CONSOLIDATED LONG-TERM ARREARAGES
LOAN No. 660K027R

Rescheduled Amount 1,915,986.95 Number of Installments 12 Interest Rate 3.30% Grace RAte 3.30%

No.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
	06/30/80	$ 90,617,37	90,617,37	$ -0-	$1,915,986.65
	12/31/80	31,613.78	31,613.78	-0-	1,915,986.65
	06/30/81	31,613.78	31,613.78	-0-	1,915,986.65
	12/31/81	31,613.78	31,613.78	-0-	1,915,986.65
	06/30/82	31,613.78	31,613.78	-0-	1,915,986.65
	12/31/82	31,613.78	31,613.78	-0-	1,915,986.65
	06/30/83	31,613.78	31,613.78	-0-	1,915,986.65
	12/31/83	31,613.78	31,613.78	-0-	1,915,986.65
1	6/30/84	191,279.36	31,613.78	159,665.58	1,756,321.37
2	12/30/84	188,644.88	28,979.30	159,665.58	1,596,655.79
3	6/30/85	186,010.40	26,344.82	159,665.58	1,436,990.21
4	12/30/85	183,375.92	23,710.34	159,665.58	1,277,324.63
5	6/30/86	180,741.44	21,075.86	159,665.58	1,117,659.05
6	12/30/86	178,106.95	18,441.37	159,665.58	957,993.47
7	6/30/87	175,472.47	15,806.89	158,665.58	798,327.89
8	12/30/87	172,837.99	13,172.41	159,665.58	638,662.31
9	6/30/88	170,203.51	10,537.93	159,665.58	478,996.73
10	12/30/88	167,569.03	7,903.45	159,665.58	319,331.15
11	6/30/89	164,934.54	5,268.96	159,665,58	159,665.57
12	12/30/89	162,300.05	2,634.48	159,665.57	.00
TOTAL			$ 517,403.42	$1,915,986.95	

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AGENCY FOR INTERNATIONAL DEVELOPMENT

CONSOLIDATED LONG-TERM ARREARAGES

ANNEX C

LOAN NO. 660H029R

Rescheduled Amount 327,158.36 Number of Installments 12 Interest Rate 3.30% Grace Rate 3.30%

No.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
	6/30/80	12,735.57	12,735.57	-0-	327,158.36
	12/31/80	5,398.11	5,398.11	-0-	327,158.36
	6/30/81	5,398.11	5,398.11	-0-	327,158.36
	12/31/81	5,398.11	5,398.11	-0-	327,158.36
	6/30/82	5,398.11	5,398.11	-0-	327,158.36
	12/31/82	5,398.11	5,398.11	-0-	327,158.36
	6/30/83	5,398.11	5,398.11	-0-	327,158.36
	12/31/83	5,398.11	5,398.11	-0-	327,158.36
1	6/30/84	32,661.31	5,398.11	27,263.20	299,895.16
2	12/30/84	32,211.47	4,948.27	27,263.20	272,631.96
3	6/30/85	31,761.63	4,498.43	27,263.20	245,368.76
4	12/30/85	31,311.78	4,048.58	27,263.20	218,105.56
5	6/30/86	30,861.94	3,598.74	27,263.20	190,842.36
6	12/30/86	30,412.10	3,148.90	27,263.20	163,579.16
7	6/30/87	29,962.26	2,699.06	27,263.20	136,315.96
8	12/30/87	29,512.41	2,249.21	27,263.20	109,052.76
9	6/30/88	29,062.57	1,799.37	27,263.20	81,789.56
10	12/30/88	28,612.73	1,349.53	27,263.20	54,526.36
11	6/30/89	28,162.88	899.68	27,263.20	27,263.16
12	12/30/89	27,713.00	449.84	27,263.16	.00
TOTAL			$85,610.06	$327,158.36	

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ANNEX D

AGENCY FOR INTERNATIONAL DEVELOPMENT
CONSOLIDATED LONG-TERM ARREARAGES
LOAN NO. 660T031R

Rescheduled Amount 8,353.52 Number of Installments 12 Interest Rate 3.30% Grace Rate 3.30%

No.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
	6/30/80	$ 290.76	290.76	-0-	8,353.52
	12/31/80	137.83	137.83	-0-	8,353.52
	6/30/81	137.83	137.83	-0-	8,353.52
	12/31/81	137.83	137.83	-0-	8,353.52
	6/30/82	137.83	137.83	-0-	8,353.52
	12/31/82	137.83	137.83	-0-	8,353.52
	6/30/83	137.85	137.83	-0-	8,353.52
	12/31/83	137.83	137.83	-0-	8,353.52
1	6/30/84	833.96	137.83	696.13	7,657.39
2	12/30/84	822.48	126.35	696.13	6,961.26
3	6/30/85	810.99	114.86	696.13	6,265.13
4	12/30/85	799.50	103.37	696.13	5,569.00
5	6/30/86	788.02	91.89	696.13	4,872.87
6	12/30/86	776.53	80.40	696.13	4,176.74
7	6/30/87	765.05	68.92	696.13	3,480.61
8	12/30/87	753.56	57.43	696.13	2,784.48
9	6/30/88	742.07	45.94	696.13	2,088.35
10	12/30/88	730.59	34.46	696.13	1,392.11
11	6/30/89	719.10	22.97	696.13	696.09
12	12/30/89	707.58	11.49	696.09	.00
TOTAL			$2,151.48	$ 8,353.52	

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ANNEX E

Zaire 660-HG-001 - CNECI

Computation of Payments on "Consolidated Long Term

Arrearages" - 80% of Balance Due May 31, 1980

Balance: $2,897,414.94 (5/31/80)
80%: $2,317,931.95
Rate of Interest: 3.6875% semi-annually
Amortization Starts: 6/30/84
Number of payments: 12
Payment Amount: $193,161.00

Date	Payments by GOZ Total	Interest	Principal	Balance Due AID
				$2,317,931.95
06/30/80	$ 14,245.62	$ 14,245.62	-	2,317,931.95
12/31/80	85,473.74	85,473.74	-	2,317,931.95
06/30/81	85,473.74	85,473.74	-	2,317,931.95
12/31/81	85,473.74	85,473.74	-	2,317,931.95
06/30/82	85,473.74	85,473.74	-	2,317,931.95
12/31/82	85,473.74	85,473.74	-	2,317,931.95
06/30/83	85,473.74	85,473.74	-	2,317,931.95
12/31/83	85,473.74	85,473.74	-	2,317,931.95
06/30/84	278,634.74	85,473.74	$ 193,161.00	2,124,770.95
12/31/84	271,511.93	78,350.93	193,161.00	1,931,609.95
06/30/85	264,389.12	71,228.12	193,161.00	1,738,448.95
12/31/85	257,266.31	64,105.31	193,161.00	1,545,287.95
06/30/86	250,143.49	56,982.49	193,161.00	1,352,126.95
12/31/86	243,020.68	49,859.68	193,161.00	1,158,965.95
06/30/87	235,897.87	42,736.87	193,161.00	965,804.95
12/31/87	228,775.06	35,614.06	193,161.00	772,643.95
06/30/88	221,652.25	28,491.25	193,161.00	579,482.95
12/31/88	214,529.43	21,368.43	193,161.00	386,321.95
06/30/89	207,406.62	14,245.62	193,161.00	193,160.95
12/31/89	200,283.76	7,122.81	193,160.95	-0-
	$3,486,073.06	$1,168,141.11	$2,317,931.95	

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Zaire 660-HG-001 - CNECI

Computation of Amount Due A.I.D.

As of May 31, 1980

Balance as of April 1, 1980	$3,717,655.11
Plus: Interest 7.375% - 60 days	45,714.32
	3,763,369.43
Less: Arrears on previously rescheduled debt	865,954.49
Consolidated Long-Term Arrearages	$2,897,414.94

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ANNEX F

AGENCY FOR INTERNATIONAL DEVELOPMENT
NON-CONSOLIDATED LONG-TERM ARREARAGES

LOAN NO. 660K028R

RESCHEDULED TOTAL 478,996.76 NUMBER OF INSTALLMENTS 4 INTEREST RATE 3.30% GRACE RATE 3.30%

No.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
1	6/30/80	70,554.01	$22,654.33	$47,899.68	$431,097.08
*	12/31/80	7,113.10	7,113.10	- 0 -	431,097.08
2	6/30/81	102,912.45	7,113.10	95,799.35	335,297.73
*	12/31/81	5,532.41	5,532.41	- 0 -	335,297.73
3	6/30/82	149,231.44	5,532.41	143,699.03	191,598.70
*	12/31/82	3,161.38	3,161.38	- 0 -	191,598.70
4	6/30/83	194,760.08	3,161.38	191,598.70	- 0 -
Total			$54,268.11	$478,996.76	

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ANNEX G

AGENCY FOR INTERNATIONAL DEVELOPMENT

NON-CONSOLIDATED LONG-TERM ARREARAGES

LOAN NO. 660H030R

RESCHEDULED AMOUNT 81,789.59 NUMBER OF INSTALLMENTS 4 INTEREST RATE 3.30% GRACE RATE 3.30%

No.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
1	6/30/80	$11,362.85	$3,183.89	$8,178.96	$73,610.63
*	12/31/80	1,214.58	1,214.58	- 0 -	73,610.63
2	6/30/81	17,572.50	1,214.58	16,357.92	57,252.71
*	12/31/81	944.67	944.67	- 0 -	57,252.71
3	6/30/82	25,481.55	944.67	24,536.88	32,715.83
*	12/31/82	539.81	539.81	- 0 -	32,715.83
4	6/30/83	33,255.64	539.81	32,715.83	- 0 -
Total			$8,582.01	$81,789.59	

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ANNEX H

AGENCY FOR INTERNATIONAL DEVELOPMENT

NON-CONSOLIDATED LONG-TERM ARREARAGES

LOAN NO. 660T032R

AMOUNT 2,088.37 NUMBER OF INSTALLMENTS 4 INTEREST RATE 3.30% GRACE RATE 3.30%

NO.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
1	6/30/80	$281.53	$72.69	$208.84	$1,879.53
*	12/31/80	31.01	31.01	- 0 -	1,879.53
2	6/30/81	448.68	31.01	417.67	1,461.86
*	12/31/81	24.12	24.12	- 0 -	1,461.86
3	6/30/82	650.63	24.12	626.51	835.35
*	12/31/82	13.78	13.78	- 0 -	835.35
4	6/30/83	849.13	13.78	835.35	- 0 -
TOTAL			$210.51	$2,088.37	

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ANNEX I

Zaire 660-HG-001 - CNECI

Computation of Payments on "Non-Consolidated Long-Term Arrearages"

- 20% of Balance Due - May 31, 1980

Balance: $2,897,414.94 (5/31/80)
20%: $579,482.99
Rate of Interest: 3.6875% semi-annually
Amortization Starts: 6/30/80
Numer of Payments: 4
Payment Amount:
6/30/80 - 10% $ 57,948.30
6/30/81 - 20% 115,896.60
6/30/82 - 30% 173,844.90
6/30/83 - 40% 231,793.19

	Payments by GOZ			Balance Due
Date	Total	Interest	Principal	AID
				$579,482.99
06/30/80	$ 61,509.70	$ 3,561.40	$ 57,948.30	521,534.69
12/31/80	19,231.59	19,231.59	-	521,534.69
06/30/81	135,128.19	19,231.59	115,896.60	405,638.09
12/31/81	14,957.90	14,957.90	-	405,638.09
06/30/82	188,802.80	14,957.90	173,844.90	231,793.19
12/31/82	8,547.37	8,547.37	-	231,793.19
06/30/83	240,340.56	8,547.37	231,793.19	-0-
	$668,518.11	$89,035.12	$579,482.99	

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ANNEX J

AGENCY FOR INTERNATIONAL DEVELOPMENT
FIRST PERIOD CONSOLIDATED DEBT

LOAN No. 660KO33R

Rescheduled Amount 4,051,798.60 Number of Installments 12 Interest Rate 3.30% Grace Rate 3.30%

NO.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
	6/30/80	85,845.50	85,845.50	-0-	4,051,798.60
	12/31/80	66,854.68	66,854.68	-0-	4,051.798.60
	6/30/81	66,854.68	66,854.68	-0-	4,051,798.60
	12/31/81	66,854.68	66,854.68	-0-	4,051,798.60
	6/30/82	66,854.68	66,854.68	-0-	4,051.798.60
	12/31/82	66,854.68	66,854.68	-0-	4,051,798.60
	6/30/83	66,854.68	66,854.68	-0-	4,051.798.60
	12/31/83	66,854.68	66,854.68	-0-	4,051,798.60
1	6/30/84	404,504.56	66,854.68	337,649.88	3,714,148.72
2	12/30/84	398,933.33	61,283.45	337,649.88	3,376,498.84
3	6/30/85	393,362.11	55,712.23	337,649.88	3,038.848.96
4	12/30/85	387,790.89	50,141. 01	337,649.88	2,701,199.08
5	6/30/86	382,219.66	44,569.78	337,649.88	2,363,549.20
6	12/30/86	376,648.44	38,998.56	337,649.88	2,025,899.32
7	6/30/87	371,077.22	33,427.34	337,649.88	1,688,249.44
8	12/30/87	365,506.00	27,856.12	337,649.88	1,350,599.56
9	6/30/88	359,934.77	22,284.89	337,649.88	1,012,949.68
10	12/30/88	354,363.55	16,713.67	337,649.88	675,299.80
11	6/30/89	348,792.33	11,142,45	337,649.88	337,649.92
12	12/30/89	343,221.14	5,571.22	337,649.92	.00
	TOTAL		$988,383.66	$4,051,798.60	

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ANNEX K

AGENCY FOR INTERNATIONAL DEVELOPMENT
FIRST PERIOD CONSOLIDATED DEBT

LOAN NO. 660HO35R

Rescheduled Amount 729,193.68 Number of Installments 12 Interest Rate 3.30% Grace Rate 3.30%

NO.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
	6/30/80	12,101.33	12,101.33	-0-	729,193.68
	12/31/80	12,031.70	12,031.70	-0-	729,193.68
	6/30/81	12,031.70	12,031.70	-0-	729,193.68
	12/31/81	12,031.70	12,031.70	-0-	729,193.68
	5/30/82	12,031.70	12,031.70	-0-	729,193.68
	12/31/82	12,031.70	12,031.70	-0-	729,193.68
	6/30/83	12,031.70	12,031.70	-0-	729,193.68
	12/31/83	12,031.70	12,031.70	-0-	729,193.68
1	6/30/84	72,797.84	12,031.70	60,766.14	668,427.54
2	12/30/84	71,795.19	11,029.05	60,766.14	607,661.40
3	6/30/85	70,792.55	10,026.41	60,766.14	546,895.26
4	12/30/85	69,789.91	9,023.77	60,766.14	486,129.12
5	6/30/86	68,787.27	8,021.13	60,766.14	425,362.98
6	12/30/86	67,784.63	7,018.49	60,766.14	364,596.84
7	6/30/87	66,781.99	6,015.85	60,766.14	303,830.70
8	12/30/87	65,779.35	5,013.21	60,766.14	243,064.56
9	6/30/88	64,776.71	4,010.57	60,766.14	182,298.42
10	12/30/88	63,774.06	3,007.92	60,766.14	121,532.28
11	6/30/89	62,771.42	2,005.28	60,766.14	60,766.14
12	12/30/89	61,768.78	1,002.64	60,766.14	.00
TOTAL			$ 174,529.25	$ 729,193.68	

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ANNEX L

AGENCY FOR INTERNATIONAL DEVELOPMENT
FIRST PERIOD CONSOLIDATED DEBT

LOAN NO. 660TI37R

Reschedule Amount 30,397.89 Number of Installments 12 Interest Rate 3.30% Grace Rate 3.30%

NO.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
	6/30/80	360.67	360.67	-0-	30,397.89
	12/31/80	501.57	501.57	-0-	30,397.89
	6/30/81	501.57	501.57	-0-	30,397.89
	12/31/81	501.57	501.57	-0-	30,397.89
	6/30/82	501.57	501.57	-0-	30,397.89
	12/30/82	501.57	501.57	-0-	30,397.89
	6/30/83	501.57	501.57	-0-	30,397.89
	12/31/83	501.57	501.57	-0-	30,397.89
1	6/30/84	3,034.73	501.57	2,533,16	27,864.73
2	12/30/84	2,992.93	459.77	2,533.16	25,331.57
3	6/30/85	2,951.13	417.97	2,533,16	22,798.41
4	12/30/85	2,909.33	376.17	2,533.16	20,265.25
5	6/30/86	2,867.54	334.38	2,533.16	17,732.09
6	12/30/86	2,825.74	292.58	2,533.16	15,198.93
7	6/30/87	2,783.94	250.78	2,533.16	12,665.77
8	12/30/87	2,742.15	208.99	2,533.16	10,132.61
9	6/30/88	2,700.35	167.19	2,533.16	7,599.45
10	12/30/88	2,658.55	125.39	2,533.16	5,066.29
11	6/30/89	2,616.75	83.59	2,533.16	2,533.13
12	12/30/89	2,574.93	41.80	2,533.13	.00
	TOTAL		$7,131.84	$30,397.89	

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ANNEX M

AGENCY FOR INTERNATIONAL DEVELOPMENT
SECOND PERIOD CONSOLIDATED DEBT
LOAN NO. 660KO39R

Rescheduled Amount 2,043,474.71 Number of Installments 12 Interest Rate 3.30% Grace Rate 3.30%

No.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
	12/31/80	25,707.62	25,707.62	-0-	2,043,474.71
	6/30/81	33,717.33	33,717.33	-0-	2,043,474.71
	12/31/81	33,717.33	33,717.33	-0-	2,043,474.71
	6/30/82	33,717.33	33,717.33	-0-	2,043,474.71
	12/30/82	33,717.33	33,717.33	-0-	2,043,474.71
	6/30/83	33,717.33	33,717.33	-0-	2,043,474.71
	12/31/83	33,717.33	33,717.33	-0-	2,043,474.71
1	6/30/84	204,006.89	33,717.33	170,289.56	1,873,185.15
2	12/30/84	201,197.11	30,907.55	170,289.56	1,702,895.59
3	6/30/85	198,387.34	28,097.78	170,289.56	1,532,606.03
4	12/30/85	195,577.56	25,288.00	170,289.56	1,362,316.47
5	6/30/86	192,767.78	22,478.22	170,289.56	1,192,026.91
6	12/30/86	189,958.00	19,668.44	170,289.56	1,021,737.35
7	6/30/87	187,148.23	16,858.67	170,289.56	851,447.79
8	12/30/87	184,338.45	14,048.89	170,289.56	681,158.26
9	6/30/88	181,528.67	11,239.11	170,289.56	510,868.67
10	12/30/88	178,718.89	8,429.33	170,289.56	340,579.11
11	6/30/89	175,909.12	5,619.56	170,289.56	170,289.55
12	12/30/89	173,099.33	2,809.78	170,289.55	.00
	TOTAL		$ 480,891.59	$2,043,474.71	

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AGENCY FOR INTERNATIONAL DEVELOPMENT
SECOND PERIOD CONSOLIDATED DEBT
LOAN NO. 660HO41R

ANNEX N

Rescheduled Amount 364,596.84 Number of Installments 12 Interest Rate 3.30% Grace Rate 3.30%

NO	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
	12/31/80	3,339.50	3,339.50	-0-	364,596.84
	6/30/81	6,015.85	6,015.85	-0-	364,596.84
	12/31/81	6,015.85	6,015.85	-0-	364,596.84
	6/30/82	6,015.85	6,015.85	-0-	364,596.84
	12/31/82	6,015.85	6,015.85	-0-	364,596.84
	6/30/83	6,015.85	6,015.85	-0-	364,596.84
	12/31/83	6,015.85	6,015.85	-0-	364,596.84
1	6/30/84	36,398.92	6,015.85	30,383.07	334,213.77
2	12/30/84	35,897.60	5,514.53	30,383.07	303,830.70
3	6/30/85	35,396.28	5,013.21	30,383.07	273,447.63
4	12/30/85	34,894.96	4,511.89	30,383.07	243,064.56
5	6/30/86	34,393.64	4,010.57	30,383.07	212,681.49
6	12/30/86	33,892.31	3,509.24	30,393.07	182,298.42
7	6/30/87	33,390.99	3,007.92	30,383.07	151,915.35
8	12/30/87	32,889.67	2,506.60	30,383.07	121,532.28
9	6/30/88	32,388.35	2,005.28	30,383.07	91,149.21
10	12/30/88	31,887.03	1,503.96	30,383.07	60,766.14
11	6/30/89	31,385.71	1,002.64	30,383.07	30,383.07
12	12/30/89	30,884.39	501.32	30,383.07	.00
	TOTAL		$78,537.61	$364,596.84	

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ANNEX 0

AGENCY FOR INTERNATIONAL DEVELOPMENT
SECOND PERIOD CONSOLIDATED DEBT
LOAN NO. 660TO43R

Rescheduled Amount 19,637.33 Number of Installments 12 Interest Rate 3.30% Grace Rate 3.30%

NO.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
	12/31/80	94.62	94.62	-0-	19,637.33
	6/30/81	324.02	324.02	-0-	19,637.33
	12/31/81	324.02	324.02	-0-	19,637.33
	6/30/82	324.02	324.02	-0-	19,637.33
	12/31/82	324.02	324.02	-0-	19,637.33
	6/30/83	324.02	324.02	-0-	19,637.33
	12/31/83	324.02	324.02	-0-	19,637.33
1	6/30/84	1,980.46	324.02	1,636.44	18,000.89
2	12/30/84	1,933.45	297.01	1,636.44	16,364.45
3	6/30/85	1,906.45	270.01	1,636.44	14,728.01
4	12/30/85	1,879.45	243.01	1,636.44	13,091.57
5	6/30/86	1,852.45	216.01	1,636.44	11,455.13
6	12/30/86	1,825.45	189.01	1,636.44	9,618.69
7	6/30/87	1,798.45	162.01	1,636.44	8,182.25
8	12/30/87	1,771.45	135.01	1,636.44	6,545.81
9	6/30/88	1,744.45	108.01	1,636.44	4,909.37
10	12/30/88	1,717.44	81.00	1,636.44	3,272.93
11	6/30/89	1,690.44	54.00	1,636.44	1,636.49
12	12/30/89	1,663.49	27.00	1,636.49	.00
	TOTAL		$4,144.84	$19,637.33	

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ANNEX P

Zaire 660-HG-001 - CNECI

Computation of Payments to be Made by GOZ for "Consolidation Period"

July 1, 1980 to December 31, 1980

Consolidated Debt: 90%
Balance: $499,972.60
90%: $449,975.34
Rate of Interest: 3.6875% semi-annual
Amortization Starts: 6/30/84
Number of Payments: 12 semi-annual
Payment: $37,497.95

Date	Payments by GOZ			Balance Due AID
	Total	Interest	Principal	
				$449,975.34
06/30/81	$ 16,592.84	$ 16,592.84	$ -	449,975.34
12/31/81	16,592.84	16,592.84	-	449,975.34
06/30/82	16,592.84	16,592.84	-	449,975.34
12/31/82	16,592.84	16,592.84	-	449,975.34
06/30/83	16,592.84	16,592.84	-	449,975.34
12/31/83	16,592.84	16,592.84	-	449,975.34
06/30/84	54,090.79	16,592.84	37,497.95	412,477.39
12/31/84	52,708.05	15,210.10	37,497.95	374,979.44
06/30/85	51,325.32	13,827.37	37,497.95	337,481.49
12/31/85	49,942.58	12,444.63	37,497.95	299,983.54
06/30/86	48,559.64	11,061.69	37,497.95	262,485.59
12/31/86	47,177.11	9,679.16	37,497.95	224,987.64
06/30/87	45,794.37	8,296.42	37,497.95	187,489.69
12/31/87	44,411.63	6,913.68	37,497.95	149,991.74
06/30/88	43,028.90	5,530.95	37,497.95	112,493.79
12/31/88	41,646.16	4,148.21	37,497.95	74,995.84
06/30/89	40,263.42	2,765.47	37,497.95	37,497.89
12/31/89	38,880.62	1,382.73	37,497.89	-0-
	$657,385.63	$207,410.29	$449,975.34	

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Computation of Interest Due AID for "Consolidation Period"

July 1, 1980 to December 31, 1980

Installment Date	Amount Due	Interest Period	Interest Amount
07/01/80	$243,258.68	6 mos.	$8,970.16
10/01/80	243,258.68	3 mos.	4,485.08
	$486,517.36		$13,455.24

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ANNEX Q

AGENCY FOR INTERNATIONAL DEVELOPMENT

FIRST PERIOD NON-CONSOLIDATED DEBT

LOAN NO. 660K034R

RESCHEDULED AMOUNT 450,199.83 NUMBER OF INSTALLMENTS 4 INTEREST RATE 3.30% GRACE RATE 3.30%

NO.	DUE DATE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
1	6/30/80	$122,088.36	$9,538.40	$112,549.96	$337,649.87
*	12/31/80	5,571.22	5,571.22	- 0 -	337,649.87
2	6/30/81	118,121.18	5,571.22	112,549.96	225,099.91
*	12/31/81	3,714.15	3,714.15	- 0 -	225,099.91
3	6/30/82	116,264.11	3,714.15	112,549.96	112,549.95
*	12/31/82	1,857.07	1,857.07	- 0 -	112,549.95
4	6/30/83	114,407.03	1,857.07	112,549.95	- 0 -
TOTAL			$31,823.28	$450,199.83	

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ANNEX R

AGENCY FOR INTERNATIONAL DEVELOPMENT

FIRST PERIOD NON-CONSOLIDATED DEBT

LOAN NO. 660H036R

RESCHEDULED AMOUNT 81,021.52 NUMBER OF INSTALLMENTS 4 INTEREST RATE 3.30% GRACE RATE 3.30%

NO.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
1	6/30/80	$21,599.98	$1,344.60	$20,255.38	$60,766.14
*	12/31/80	1,002.64	1,002.64	- 0 -	60,766.14
2	6/30/81	21,258.02	1,002.64	20,255.38	40,510.76
*	12/31/81	668.43	668.43	- 0 -	40,510.76
3	6/30/82	20,923.81	668.43	20,255.38	20,255.38
*	12/31/82	334.21	334.21	- 0 -	20,255.38
4	6/30/83	20,589.59	334.21	20,255.38	- 0 -
TOTAL			$5,355.16	$81,021.52	

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ANNEX S

AGENCY FOR INTERNATIONAL DEVELOPMENT

FIRST PERIOD NON-CONSOLIDATED DEBT

LOAN NO. 660T038R

RESCHEDULED AMOUNT 3,377.54 NUMBER OF INSTALLMENTS 4 INTEREST RATE 3.30% GRACE RATE 3.30%

NO.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
1	6/30/80	$884.46	$40.07	$ 894.39	$2,533.15
*	12/31/80	41.80	41.80	- 0 -	2,533.15
2	6/30/81	886.19	41.80	844.39	1,688.76
*	12/31/81	27.86	27.86	- 0 -	1,688.76
3	6/30/82	872.25	27.86	844.39	844.37
*	12/31/82	13.93	13.93	- 0 -	844.37
4	6/30/83	858.30	13.93	844.37	- 0 -
TOTAL			$207.25	$3,377.54	

[There is no ANNEX T.]

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ANNEX U

AGENCY FOR INTERNATIONAL DEVELOPMENT

SECOND PERIOD NON-CONSOLIDATED DEBT

LOAN NO. 660K040R

RESCHEDULED AMOUNT 227,052.74 NUMBER OF INSTALLMENTS 4 INTEREST RATE 3.30% GRACE RATE 3.30%

NO.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
1	12/31/80	$59,619.61	$2,856.42	$56,763.19	$170,289.55
*	6/30/81	2,809.78	2,809.78	- 0 -	170,289.55
2	12/31/81	59,572.97	2,809.78	56,763.19	113,526.36
*	6/30/82	1,873.19	1,873.19	- 0 -	113,526.36
3	12/31/82	58,636.38	1,873.19	56,763.19	56,763.17
*	6/30/83	936.59	936.59	- 0 -	56,763.17
4	12/31/83	51,699.78	936.59	56,763.17	- 0 -
TOTAL			$14,095.54	$227,052.74	

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ANNEX V

AGENCY FOR INTERNATIONAL DEVELOPMENT

SECOND PERIOD NON-CONSOLIDATED DEBT

LOAN NO. 660H042R

RESCHEDULED AMOUNT 40,510.76 NUMBER OF INSTALLMENTS 4 INTEREST RATE 3.30% GRACE RATE 3.30%

NO.	DATE DUE	INTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
1	12/31/80	$10,498.75	$371.06	$10,127.69	$30,383.07
*	6/30/81	501.32	501.32	- 0 -	30,383.07
2	12/31/81	10,629.01	501.32	10,127.69	20,255.38
*	6/30/82	334.21	334.21	- 0 -	20,255.38
3	12/31/82	10,461.90	334.21	10,127.69	10,127.69
*	6/30/83	167.11	167.11	- 0 -	10,127.69
4	12/30/83	10,294.80	167.11	10,127.69	- 0 -
TOTAL			$2,376.34	$40,510.76	

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ANNEX W

AGENCY FOR INTERNATIONAL DEVELOPMENT

SECOND PERIOD NON-CONSOLIDATED DEBT

LOAN NO. 660T044R

RESCHEDULED AMOUNT 2,181.92 NUMBER OF INSTALLMENTS 4 INTEREST RATE 3.30% GRACE RATE 3.30%

NO.	DATE DUE	INSTALLMENT TOTAL	INTEREST	PRINCIPAL	REMAINING BALANCE
1	13/31/80	$556.00	$10.52	$545.48	$1,636.44
*	6/30/81	27.00	27.00	- 0 -	1,636.44
2	12/31/81	572.48	27.00	545.48	1,090.96
*	6/30/82	18.00	18.00	- 0 -	1,090.96
3	12/31/82	563.48	18.00	545.48	545.48
*	6/30/83	9.00	9.00	- 0 -	545.48
4	12/31/82	554.48	9.00	545.48	- 0 -
TOTAL			$118.52	$2,181.92	

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ANNEX X

Zaire 660-HG-001 - CNECI

Computation of Payments to be Made by GOZ for "Consolidation Period"

July 1, 1980 to December 31, 1980

	Payments by GOZ				Balance
	Date	Total	Interest	Principal	Due AID
					$49,997.26
Consolidated Debt: 10%	12/31/80	$12,499.32	-	$12,499.32	37,497.94
Balance: $499,972.60	06/30/81	1,382.74	$1,382.74	-	37,497.94
10% 49,997.26	12/31/81	13,882.06	1,382.74	12,499.32	24,998.62
Rate of Interest: 3.6875% semi-annual	06/30/82	921.82	921.82	-	24,998.62
Amortization Starts: 12/31/80	12/31/82	13,421.14	921.82	12,499.32	12,499.30
Number of Payments: 4 annual payments	06/30/83	460.91	460.91	-	12,499.30
Payment: $12,499.32	12/31/83	12,960.21	460.91	12,499.30	-0-
		$55,528.20	$5,530.94	$49,997.26	

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MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement effected by exchange of letters
Signed at Mexico April 8, 1981;
Entered into force April 8, 1981.

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The American Chargé d'Affaires ad interim to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
México, D. F.

April 8, 1981

His Excellency
Licenciado Oscar Flores
Attorney General of the Republic
E. C. Lázaro Cárdenas No. 9
México 1, D. F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, for the purpose of opium poppy eradication and narcotics interdiction.

The Government of the United States agrees to provide from its surplus stock of equipment two used Bell UH-1B helicopters, with the understanding that they are to be used in the training of Aero Services personnel in aircraft maintenance, and will not be employed in flight operations.

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect, and applicable to this agreement unless otherwise expressly modified herein.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply will constitute an agreement between our two governments.

I take this opportunity to express to you the assurances of my highest consideration and personal esteem.

Stephen H. Rogers
Chargé d'Affaires, a.i.

TIAS 10142

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The Mexican Attorney General to the American Chargé d'Affaires ad interim

FORMA C.G.-1 A

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., a 8 de abril de 1981.

SR. STEPHEN H. ROGERS,
ENCARGADO DE NEGOCIOS
AD INTERIM,
PRESENTE.

Excelentísimo señor:

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, con el propósito de destruir la amapola de opio y para la interceptación de estupefacientes.

El Gobierno de los Estados Unidos está de acuerdo en proporcionar, de sus existencias excedentes, dos Bell UH-1B helicópteros usados con el propósito de que estos aviones se utilicen en el entrenamiento de personal de Servicios Aéreos en el mantenimiento de helicópteros, y que no sean utilizados en operaciones de vuelo.

Se tiene por entendido que todas las disposiciones restantes de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación a los esfuerzos del Gobierno de México para frenar el tráfico ilegal de estupefacientes permanecen en pleno vigor y efecto y son aplicables a este acuerdo a menos de que se modifique expresamente aquí. T.G.H

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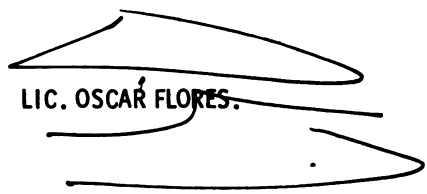
Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para expresar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.



LIC. OSCAR FLORES.

TGS

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TRANSLATION

United Mexican States
Office of the Attorney General

Mexico, D.F., April 8, 1981

Mr. Stephen H. Rogers
Charge d'Affaires ad interim
Embassy of the United States of America
Mexico, D.F.

Sir:

I take pleasure in replying to your letter of today's date which, translated into Spanish, reads as follows:

[For the English language text, see p. 1758.]

I wish to inform you that the Government of Mexico concurs in the terms of the transcribed letter.

I avail myself of this opportunity to renew to you the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General

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INDIA

Trade in Textiles and Textile Products

Agreements amending the agreement of December 30, 1977, as amended.
Effected by exchange of letters
Signed at Washington April 22 and 23, 1981;
Entered into force April 23, 1981.
And exchange of letters
Dated at Washington June 2 and 11, 1981;
Entered into force June 11, 1981.

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The Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Indian Minister of Commerce and Supply

DEPARTMENT OF STATE
Washington, D.C. 20520

APR 22 1981

Mr. R.K. Jerath
Minister (Commerce and Supply)
Embassy of India
2107 Massachusetts Avenue, N.W.
Washington, D.C. 20008

Dear Mr. Jerath:

I refer to paragraph 6 of the Agreement between the United States and India relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes December 30, 1977, as amended [1] ("the Agreement"), and to our conversations concerning exports from India to the U.S. of products classified in textile categories 335, 342, 351, 359 and 641.

On behalf of my Government, I have the honor to propose that the consultation levels for the 1981 Agreement Year for categories 335, 342, 351, 359, and 641 be increased as follows:

Category	Increase	1981 Level
335	500,000 SYE	1,200,000 SYE
342	800,000 SYE	1,500,000 SYE
351	300,000 SYE	1,000,000 SYE
359	800,000 SYE	1,500,000 SYE
641	800,000 SYE	1,500,000 SYE

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

Harry Kopp

Harry Kopp
Deputy Assistant Secretary
for Trade and Commercial Affairs
Bureau of Business and
Economic Affairs

[1] TIAS 9036, 9232, 9578, 9663, 9764, 9913; 29 UST 3679; 30 UST 983, 7198; 31 UST 5132; 32 UST 1153, 3729.

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The Indian Minister of Commerce and Supply to the Deputy Assistant Secretary of State for Trade and Commercial Affairs

EMBASSY OF INDIA
WASHINGTON. D. C. 20008

No. COM/105/2/81 April 23,1981

Mr. Harry Kopp,
Deputy Assistant Secretary
for Trade and Commercial Affairs,
Bureau of Business and Economic Affairs,
Department of State,
Washington D.C.20520

Dear Mr. Kopp,

I am writing with reference to your letter of April 22nd,1981 proposing that the consultation levels for the 1981 Agreement Year for categories 335, 342, 351, 359 and 641 be increased as follows:-

Category	Increase	1981 Level
335	500,000 SYE	1,200,000 SYE
342	800,000 SYE	1,500,000 SYE
351	300,000 SYE	1,000,000 SYE
359	800,000 SYE	1,500,000 SYE
641	800,000 SYE	1,500,000 SYE

On behalf of my Government, I have the honour to accept the proposal without prejudice to our right to ask for further increases in the consultation levels under these categories should the need arise. Your letter and my response would constitute an amendment to the Indo-US Textile Agreement.

Yours sincerely,

(R.K. Jerath)
Minister (Commerce & Supply)

TIAS 10143

76-317 0 - 88 - 20

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The Indian Embassy to the Department of State

EMBASSY OF INDIA
COMMERCE WING
2536 MASSACHUSETTS AVE., N.W
WASHINGTON, D.C. 20008
TELEPHONE: 265-5200

No.COM/105/2/81 June 2nd, 1981

The Embassy of India in the United States presents its compliments to the U.S. Department of State and has the honour to refer to the Agreement relating to Trade in Cotton, Wool and Manmade Fibre Textiles and Textile Products between India and the United States effected by exchange of notes on December 30, 1977, as amended.

In accordance with the provisions of paragraph 6 of the Agreement, Government of India wishes to export to the United States textile products in excess of the applicable consultation level under category 666 (other furnishings of man-made fibre). The Embassy has, therefore, the honour to request the Government of the United States to increase the consultation level under category 666 from two million SYE to eight million SYE for the agreement period running from January 1 to December 31,1981.

The Embassy of India avails itself of this opportunity to renew to the U.S. Department of State the assurances of its highest consideration.

EMBASSY OF INDIA WASHINGTON D.C.

U.S. Department of State,
Washington D.C.

Copy to: 1. U.S. Trade Representative Office, Washington D.C.

2. Textile Division, U.S. Department of Commerce,Washington D.C.

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The Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Indian Commercial Attache

DEPARTMENT OF STATE

Washington, D.C. 20520

June 11, 1981

Mr. V. S. Mehta
Attache (Commerce)
Embassy of India
2536 Massachusetts Ave., N.W.,
Washington, D.C. 20008

Dear Mr. Mehta:

I refer to paragraph 6 of the Agreement between the United States and India relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes December 30, 1977, as amended ("the Agreement"), and to your letter of June 2, 1981, in which you request on behalf of the Government of India that the consultation level for category 666 be increased to a level of eight million SYE for the 1981 Agreement Year.

I am pleased to inform you that my Government agrees to this request, and that your letter and this reply thereto constitute an amendment to the Agreement.

Sincerely,

Harry Kopp
Deputy Assistant Secretary
for Trade and Commercial Affairs
Bureau of Business and
Economic Affairs

TIAS 10143

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TURKEY

Military Assistance: Defense Articles and Services

Agreement amending the agreement of August 15 and 31, 1979.
Effected by exchange of notes
Signed at Ankara April 13 and May 27, 1981;
Entered into force May 27, 1981.

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The American Ambassador to the Turkish Minister of Foreign Affairs

No. 151

April 13, 1981

Excellency,

I have the honor to refer to the recent discussions between representatives of our two Governments concerning the Agreement Relating to the United States Military Assistance Program, effected by an exchange of notes signed at Ankara on August 15 and 31, 1979,[1] and the recent changes in United States law increasing by two years the period within which the United States may make deliveries of defense articles and defense services to Turkey under its Military Assistance Program as authorized in prior United States fiscal years.

In accordance with the foregoing, I have the honor to suggest that the aforementioned agreement be amended in Paragraph 4 thereof by the substitution of "1982" for "1980" in each place that the latter appears.

If the foregoing is acceptable to the Government of Turkey, I have the further honor to propose that this note, together with Your Excellency's note confirming the acceptance of the Government of Turkey of the proposed amendment, shall constitute an Agreement between our two Governments on the subject, effective from the date of Your Excellency's note in reply.

[1] TIAS 9588; 30 UST 7299.

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Accept, Excellency, the renewed assurance of my highest consideration

James W. Spain

James W. Spain
Ambassador

His Excellency

Ilter Turkmen

Minister of Foreign Affairs

of the Republic of Turkey

Ankara

TIAS 10144

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The Turkish Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF TURKEY
MINISTRY OF FOREIGN AFFAIRS

MAY 29 1981

No: 2635

Ankara, 27 May 1981

Excellency,

I have the honour to refer to Your Note of April 13, 1981, No. 151, the contents of which are as follows:

"Excellency,

I have the honour to refer to the recent discussions between representatives of our two Governments concerning the Agreement Relating to the United States Military Assistance Program, effected by an exchange of notes signed at Ankara on August 15 and 31, 1979, and the recent changes in United States law increasing by two years the period within which the United States may make deliveries of defense articles and defense services to Turkey under its Military Assistance Program as authorized in prior United States fiscal years.

In accordance with the foregoing, I have the honor to suggest that the aforementioned agreement be amended in Paragraph 4 thereof by the substitution of "1982" for "1980" in each place that the latter appears.

If the foregoing is acceptable to the Government of Turkey, I have the further honor to propose that this note, together with Your Excellency's note confirming the acceptance of the Government of Turkey of the proposed amendment, shall constitute an Agreement between our two Governments on the subject, effective from the date of Your Excellency's note in reply.

His Excellency
Mr. James W. SPAIN
Ambassador of the United States of America
ANKARA

TIAS 10144

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Accept, Excellency, the renewed assurance of my highest consideration.

James W. SPAIN
Ambassador

His Excellency
İlter TÜRKMEN
Minister of Foreign Affairs
of the Republic of Turkey
Ankara "

I have the honour to inform you that the Turkish Government agrees with the contents of your Note and that the Government of the Republic of Turkey considers Your Excellency's Note and the present reply thereto as constituting an Agreement between our Governments.

Please accept, Excellency, the assurances of my highest consideration.

İlter TÜRKMEN
Minister of Foreign Affairs

TIAS 10144

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REPUBLIC OF KOREA

Cultural Relations: Korean-American Cultural Exchange Committee

Agreement effected by exchange of notes
Signed at Seoul April 17, 1981;
Entered into force April 17, 1981.

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The Korean Minister of Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF KOREA

Seoul, April 17, 1981

Excellency,

I have the honour to propose to Your Excellency that the Korean-American Cultural Exchange Committee be established as set forth below in accordance with the purport of Paragraph 11 of the Joint Communique[1] between His Excellency Chun Doo Hwan, President of the Republic of Korea and the Honorable Ronald Reagan, President of the United States of America, which was released on February 2, 1981 when the former made an official visit to Washington, D.C. from February 1 to 3, 1981.

1. The Committee shall be composed of delegations of the Republic of Korea and the United States of America. Each delegation shall be comprised of from five to nine members from both governmental and non-governmental organizations.

His Excellency
William H. Gleysteen, Jr.
American Ambassador

[1] Department of State *Bulletin*, Mar., 1981, p. 15.

TIAS 10145

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2. Regular meetings of the Committee shall be convened in the Republic of Korea and the United States of America alternately each year for the first two years. Thereafter the timing of regular meetings shall be subject to review.
Special meetings may be convened if the two sides so agree. A quorum for the meeting shall be five members from each side.

3. The Committee shall review existing cultural relations, suggest ways and means to expand such relations, recommend new initiatives in cultural activities and discuss other related matters.

4. The meeting of the Committee shall be chaired by the leader of the delegation in whose country the meeting is held. Each delegation shall be led by a senior government official.

5. Travel expenses and per diem for the visiting delegation shall be borne by the visiting side. Other administrative expenses for the meeting shall be borne by the government of the host country.

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6. If the foregoing proposal is acceptable to the Government of the United States of America, I propose that the present Note and Your Excellency's reply thereto constitute an agreement between our two governments which shall enter into force on the date of your reply and shall remain in force until six months after either government shall have given notice in writing of its desire to terminate the agreement.

I avail myself of this opportunity to renew to your Excellency the assurances of my highest consideration.

Minister of Foreign Affairs [1]

[1] Shinyong Lho.

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The American Ambassador to the Korean Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Seoul, April 17, 1981

No. 118

Excellency:

I have the honor to acknowledge receipt of your Excellency's Note of April 17, 1981, in which the establishment of the Korean-American Cultural Exchange Committee is proposed in accordance with paragraph 11 of the Joint Communique between His Excellency Chun Doo Hwan, President of the Republic of Korea, and the Honorable Ronald Reagan, President of the United States of America, which was released on February 2, 1981.

This proposal is acceptable to the Government of the United States of America. Your Note and this reply constitute an agreement between our two governments to enter into force this day and remain in force until six months after either government shall have given notice in writing of its desire to terminate the agreement.

I avail myself of this opportunity to renew to your Excellency the assurances of my highest consideration.

Wm. Gleysteen [1]

His Excellency
Shinyong Lho,
Minister of Foreign Affairs,
Republic of Korea,
Seoul.

[1] William Gleysteen.

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TANZANIA

Agricultural Commodities

Agreement signed at Dar es Salaam May 5, 1981;
Entered into force May 5, 1981.
With minutes of negotiation.

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AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA
FOR THE SALES OF AGRICULTURAL COMMODITIES
UNDER THE PUBLIC LAW 480 TITLE I[1] PROGRAM.

The Government of the United States of America and the Government of the United Republic of Tanzania agree to the sale of Agricultural commodities specified below. This Agreement shall consist of the preamble and Parts I and III of the Agreement signed June 15, 1976,[2] together with the following Part II:

PART II. PARTICULAR PROVISIONS:

Item I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantiy (Metric Tons)	Maximum Export Market Value (Million Dols)
Corn	1981	50,400	7.5
Total			7.5

Item II. Payment Terms: Convertible Local Currency Credit (40 years)

A. Initial Payment - None

B. Currency Use Payment-10 percent for Section 104(A) Purposes.

C. Number of Installment Payments - Thirty-one (31)

D. Amount of each installment payment - approximately equal annual amounts.

E. Due Date of First Installment Payment - Ten (10) years from the date of last delivery of commodities in each calendar year.

F. Initial Interest Rate - Two (2) percent.

G. Continuing Interest Rate - Three (3) percent.

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Feedgrains	1981	None

Item IV. Export Limitations:

A. The export limitation period shall be United States Fiscal Year 1981 or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

---

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 8310; 27 UST 2314.

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B. For the purpose of Part I, Article III(A) (4) of the Agreement, the commodities which may not be exported are for feedgrains - corn/sorghum, cornmeal, barley, oats, and rye including mixed feed containing such grains.

Item V. Self-Help Measures:

A. The Government of the Importing Country agrees to undertake self-help measures to improve the production, storage and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate in increasing agricultural production through small farm agriculture.

B. The Government of Tanzania agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Food Security:

A. Increase number of food storage facilities at the village and district levels by 25,000 MT.

Finance local construction costs for these facilities.

Provide for grain storage management, pest control, and complementary training. This program should be designed to support and strengthen GOT'S decentralization policies with respect to food storage management.

2. Agricultural Data:

A. Strengthen the national agricultural statistics and farm management data collection and analysis capability. Consideration should be given to the development of a methodology for collection of basic crop data and other socio-economic data to provide an analytical base for the development of agricultural projects and policies. This data can also provide input for small farmer decision-making (i.e. with respect to cropping systems). The USDA, other Title XII institutions, consulting firms, or international organizations may be approached for technical assistance, as required through use of PL 480 Generated Funds.

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B. Develop a solid information base on consumer demand parameters in order to better plan agricultural and food strategies. Of particular importance is the responsiveness of rural and urban consumers to income and price changes for major drought resistant and other staple crops. This information can be obtained by continuing analysis of the household consumption survey of 1976/77.

3. Agricultural Production and Processing:

Rehabilitate oilseed processing capability for domestic vegetable oil production by utilizing local currency to upgrade existing oilseed processing machinery.

4. Training and Institution Building:

Expand training facilities and outreach capabilities of agricultural and rural development training institutions in Tanzania's high production potential regions.

Item VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to Be Used:

A. The proceeds accruing to the Importing Country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement and for the following development sectors: Agriculture and Rural Development in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives duly authorized for the purpose have signed the present Agreement. Done at Dar es Salaam, in duplicate, this 5th day of May 1981.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Richard N. Viets
U.S. Ambassador to Tanzania

FOR THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA

Fulgence M. Kazaura
Principal Secretary
Ministry of Finance

TIAS 10146

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MINUTES OF THE NEGOTIATING MEETING

BETWEEN THE PARTIES TO THE PROPOSED

PL 480 TITLE I FY 1981 SALES AGREEMENT

Date

April 30, 1981 at 1400 hours

Place

Ministry of Finance
Dar es Salaam, Tanzania

Attending

Mr. M.T. Kibwana, Director for External Finance, Ministry of Finance

Mr. A.I. Muneni, Senior Financial Management Officer, Ministry of Finance

Mr. D.N. Kagazi, Senior Financial Management Officer, Ministry of Finance

Ms. P.W. Malisa, Financial Officer (Legal), Ministry of Finance

Mr. Vincent Mrisho, Director of Agricultural Planning, Ministry of Agriculture

Mr. B. Katani, Planning Officer, Ministry of Agriculture

Mr. James E. Williams, Director, U.S.A.I.D.

Mr. Barry M. Riley, Assistant Director, U.S.A.I.D.

Mr. Peter W. Shirk, Food for Peace Officer, U.S.A.I.D.

The purpose of the meeting was to conduct negotiations between representatives of the Government of the United Republic of Tanzania (Tanzania) and representatives of the Government of the United States of America (United States) for a U.S. FY 1981 maize (corn) sales agreement for $7,500,000 under the U.S. Government Public Law 480 Title I Program. The following points were discussed.

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1. The United States negotiating team explained that:

   A. The export market value of U.S. $7,500,000 may not be exceeded. If the commodity prices increase, the approximate maximum quantity of corn to be financed under the agreement will be less than that (50,400 MT) indicated in Part II of the agreement. However, should prices be lower at the time of purchase, the entire export market value of U.S. $7,500,000 may be utilized.

   B. Measures should be taken to ensure that operable letters of credit for both commodity and freight will be opened and confirmed or advised by the U.S. Commercial Banks previously named by the GOT, as soon as commodities are purchased and ocean freight booked.

   The Government of Tanzania should also open letters of credit for one hundred (100) percent of ocean freight not later than forty-eight (48) hours prior to vessel presentation for loading, providing for sight payment or acceptance of a draft in U.S. Dollars in favor of the ocean transportation supplier on the basis of tonnage and rates specified in the applicable charter party or booking noted.

   Commodity and ocean freight suppliers may refuse to load vessels when acceptable letters of credit for commodities/ocean freight are not available at time of loading. This can result

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in costly claims for account of GOT by vessel owners (demurrage) and by Commodity Suppliers (carrying charges).

C. Where the ocean freight contract provides for demurrage and despatch, ninety (90) percent must be paid promptly on arrival of cargo. The remaining ten (10) percent, less despatch if any, should be paid promptly to the carrier upon completion of the laytime statement. If there is any dispute as to the amount of despatch, the owner should receive payment of that portion of the final ten (10) percent which is not in dispute. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not be deducted from the ocean freight.

D. Purchases of food commodities under the agreement must be made on the basis of invitations for bid (IFB) publicly advertised in the United States and on the basis of bid offerings which must be consistent with open, competitive and responsive bid procedures.

E. The terms of all IFBs including those for ocean freight must be approved by the General Sales Manager, Foreign Agricultural Services, U.S. Department of Agriculture.

F. If the Government of Tanzania nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the Agreement, the Government of Tanzania must notify the General Sales Manager, Foreign Agricultural

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Service, U.S. Department of Agriculture, in writing, of such nomination and provide a copy of the proposed Agency Agreement. All purchasing and shipping agents must be approved by the Foreign Agricultural Service, USDA.

G. Arrangements should be made by the appropriate authorities to relay to its Washington Embassy all instructions, information, and authority necessary to ensure timely implementation of the agreement, including:

(1) Commodity specifications;

(2) Contracting and delivery schedules;

(3) Names and addresses of U.S. and foreign banks handling transactions (letters of credit for ocean freight).

(4) Instructions necessary for purchasing commodities and contracting for freight.

(5) Instructions to contact for further assistance in implementing agreements:

Program Operations Division - Export Credits
Foreign Agricultural Services
U.S. Department of Agriculture
Telephone (202) 447-5780

2. The U.S. negotiating team explained that:

Under current regulatory and legislative requirements commodities will be made available under the agreement only after the Secretary of Agriculture has determined that (a) adequate storage facilities

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are available in the recipient country at the time of exportation to prevent spoilage or waste of the commodity, and (b) the distribution of the commodity in the recipient country will not result in a substantial disincentive to or interference with domestic production or marketing.

3. The United States negotiating team explained that:
The currency use payment (CUP) payable under the FY 1980 PL 480 Title I Program had not been made nor had official notification been received confirming deposit into a special account of locally generated sales proceeds as specified in the minutes to the FY 1980 PL 480 Title I Sales Agreement. The United States negotiating team reiterated that compliance with these two provisions of the FY 1980 Agreement were prerequisite to signing the FY 1981 Agreement.

4. The Tanzanian negotiating team has provided the actual receiving, storage, and distribution points and channels for the PL 480 corn under this agreement. Prices to the consumer are fixed, publicly posted, and are independent of landed costs to the recipient government. The objective of the Government of Tanzania is to provide an adequate supply of corn (which is the major staple in Tanzania) to the population at reasonable prices within the range of the lowest income group. The Government of Tanzania is responsible for the import, distribution, and storage of corn under

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under this agreement. Distribution is made to the consumer via established distribution institutions such as Regional Trading Companies (RTC) and National Distributors Ltd. (NDL) and official district distribution agencies before reaching retailers.

The Government of Tanzania assures adherence to established price and distribution procedures and confirms that there has been no movement of PL 480 commodities outside normal distribution and marketing channels. If such irregularities are detected in the future, appropriate action will be taken against offenders as prescribed under the laws of Tanzania.

5. The United States negotiating team explained that reporting, specifically compliance, shipping and arrival information (ADP) sheets, self-help, is an important and integral part of the PL 480 Title I program and is included in the standard provisions of the agreement. The United States team stressed the importance of timely submission of compliance reports which are due quarterly starting with the supply period of the agreement, and timely reporting of self-help measures. Reports of self-help measures are due in the U.S. Mission by 15 November, and in Washington by 15 December.

The Tanzanian negotiating team acknowledged the reporting requirements, their importance, and agreed that operational positions within appropriate Tanzanian Government institutions would be designated

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and assigned responsibility for issuing required reports. It is agreed that the following organizations, departments, and positions shall have responsibility for implementing actions and/or reporting as designated below:

(a) Special Account-Establishment, administration, and reporting:

Ministry of Finance	External Finance	Commissioner
Organization	Department	Position

(b) Reporting-Compliance (quarterly), shipping and arrival information (ADP) sheets;

National Milling Corporation	Procurement and Storage Dept.	Director
Organization	Department	Position

(c) Reporting on Self-Help and Use of Sales Proceeds.

Ministry of Agriculture	Agricultural Planning	Director
Organization	Department	Position

6. Self-Help

The Tanzanian negotiating team explained that the Ministry of Agriculture which has the responsibility for self-help reporting has experienced difficulty in implementing and reporting on village level self-help activities, as they are under the jurisdiction of regional and district administration rather than central government entities. It was agreed that district level storage facilities which directly benefit village

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level producers would be emphasized in accordance with Tanzanian Government development plans. The negotiating teams reviewed the self-help measures and discussed proposed increases in storage facilities and benchmarks for rehabilitating oilseed processing and expanding the number of trained agricultural personnel. The following time frame and benchmarks were agreed upon (the Tanzanian negotiating team explained that estimates of construction time requirements were subject to availability of building materials):

a. Storage

Increase storage facilities under 24 months construction program by 25,000 MT:

Location	Capacity (MT)	Begin Construction
Kipawa	10,000	FY 1981
Gairo	5,000	FY 1982
Babati	10,000	FY 1982

b. Agriculture Data

Begin in FY 1981 four-year program to strengthen agricultural statistics and farm managment data collection and analysis capability.

c. Agricultural Production and Processing

In FY 1981 begin rehabilitation of seed ginning facilities at: Duthumi, Manonga, Korogwe, and Mwaya.

Install equipment for oil refineries at: Shinyanga, Nyambiti, and Malampaka.

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d. Training and Institution Building

In FY 1981 (or as soon as funds are available) begin construction of classroom, dormitory, laboratory, and eight staff houses at the Ministry of Agriculture Training Institute at Mtwara.

7. Special Account - The Government of Tanzania agreeds to establish a special account in which it will deposit the local currency in an amount not less than the equivalent to the Dollar disbursements by the Commodity Credit Corporation (CCC) to the U.S. supplier. The local currency is to be deposited into the account no later than six months after CCC disbursement. The local currency deposited will be jointly budgeted and programmed by the Ministry of Agriculture on behalf of the Government of Tanzania and USAID/Tanzania on behalf of the USG and would be expended for purposes set forth in items V and VI of this agreement.

8. The Tanzanian negotiating team stated their preference that the grade of commodity to be procured under this agreement be number 2, U.S. corn.

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MULTILATERAL

Additional Protocol I to the Treaty for the Prohibition of Nuclear Weapons in Latin America

Done at Mexico February 14, 1967;
Transmitted by the President of the United States of America to the Senate May 24, 1978 (S. Ex. I, 95th Cong., 2d Sess.);
Reported favorably by the Senate Committee on Foreign Relations October 19, 1981 (S. Ex. Rep. No. 97-23, 97th Cong., 1st Sess.);
Advice and consent to ratification by the Senate, with understandings, November 13, 1981;
Ratified by the President, with said understandings, November 19, 1981;
Ratification of the United States of America deposited with Mexico November 23, 1981;
Proclaimed by the President December 14, 1981;
Entered into force with respect to the United States of America November 23, 1981.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

Additional Protocol I to the Treaty for the Prohibition of Nuclear Weapons in Latin America was signed on behalf of the United States of America at Mexico City on May 26, 1977, a certified copy of which is hereto annexed;[1]

The Senate of the United States of America by its resolution of November 13, 1981, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of Additional Protocol I, subject to the following understandings:

1) That the provisions of the Treaty made applicable by this Additional Protocol do not affect the exclusive power and legal

[1] Texts of the English, French, Portuguese and Spanish languages as certified by the Department of Foreign Relations of Mexico.

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competence under international law of a State adhering to this Protocol to grant or deny transit and transport privileges to its own or any other vessels or aircraft irrespective of cargo or armaments.

2) That the provisions of the Treaty made applicable by this Additional Protocol do not affect rights under international law of a State adhering to this Protocol regarding the exercise of the freedom of the seas, or regarding passage through or over waters subject to the sovereignty of a State.

3) That the understandings and declarations attached by the United States to its ratification of Additional Protocol II (text attached)[1] apply also to its ratification of Additional Protocol I.

The President of the United States of America on November 19, 1981, ratified Additional Protocol I, subject to the said understandings, in pursuance of the advice and consent of the Senate, and the United States of America deposited its instrument of ratification with the Government of the United Mexican States on November 23, 1981;

Pursuant to the provisions of Additional Protocol I, Additional Protocol I, subject to the said understandings, entered into force for the United States of America on November 23, 1981;

Now, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public Additional Protocol I, subject to the said understandings, to the end that it shall be observed and fulfilled with good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this fourteenth day of December in the year of our Lord one thousand nine hundred eighty-one and of the Independence of the United States of America the two hundred sixth.

[SEAL]

RONALD REAGAN

By the President:

ALEXANDER M. HAIG JR
Secretary of State

[1] See pp. 1794-1795.

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UNDERSTANDINGS AND DECLARATIONS ATTACHED BY THE UNITED STATES TO ITS RATIFICATION OF ADDITIONAL PROTOCOL II [1]

I. That the United States Government understands the reference in Article 3 of the treaty to "its own legislation" to relate only to such legislation as is compatible with the rules of international law and as involves an exercise of sovereignty consistent with those rules, and accordingly that ratification of Additional Protocol II by the United States Government could not be regarded as implying recognition, for the purpose of this treaty and its protocols, or for any other purpose, of any legislation which did not, in the view of the United States, comply with the relevant rules of international law.

That the United States Government takes note of the Preparatory Commission's interpretation of the treaty, as set forth in the Final Act, that, governed by the principles and rules of international law, each of the contracting parties retains exclusive power and legal competence, unaffected by the terms of the treaty, to grant or deny non-contracting parties transit and transport privileges.

That as regards the undertaking in Article 3 of Protocol II not to use or threaten to use nuclear weapons against the Contracting Parties, the United States Government would have to consider that an armed attack by a Contracting Party, in which it was assisted by a nuclear-weapon state, would be incompatible with the Contracting Party's corresponding obligations under Article 1 of the treaty.

II. That the United States Government considers that the technology of making nuclear explosive devices for peaceful purposes is indistinguishable from the technology of making nuclear weapons, and that nuclear weapons and nuclear explosive devices for peaceful purposes are both capable of releasing nuclear energy in an uncontrolled manner and have the common group of characteristics of large amounts of energy generated instantaneously from a compact source. Therefore the United States Government understands the definition contained in Article 5 of the treaty as necessarily encompassing all nuclear explosive devices. It also understood that Articles 1 and 5 restrict accordingly the activities of the contracting parties under paragraph 1 of Article 18.

That the United States Government understands that paragraph 4 of Article 18 of the treaty permits, and that United States adherence to Protocol II will not prevent, collaboration by the United States with contracting parties for the purpose of carrying out explosions of nuclear devices for peaceful purposes in a manner consistent

[1] May 8, 1971. TIAS 7137; 22 UST 760.

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with a policy of not contributing to the proliferation of nuclear weapons capabilities. In this connection, the United States Government notes Article V of the Treaty on the Non-Proliferation of Nuclear Weapons, under which it joined in an undertaking to take appropriate measures to ensure that potential benefits of peaceful applications of nuclear explosions would be made available to non-nuclear-weapons states party to that treaty, and reaffirms its willingness to extend such undertaking, on the same basis, to states precluded by the present treaty from manufacturing or acquiring any nuclear explosive device.

III. That the United States Government also declares that, although not required by Protocol II, it will act with respect to such territories of Protocol I adherents as are within the geographical area defined in paragraph 2 of Article 4 of the treaty in the same manner as Protocol II requires it to act with respect to the territories of contracting parties.

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ADDITIONAL PROTOCOL I

The undersigned Plenipotentiaries, furnished with full powers by their respective Governments,

CONVINCED that the Treaty for the Prohibition of Nuclear Weapons in Latin America,[1] negotiated and signed in accordance with the recommendations of the General Assembly of the United Nations in Resolution 1911 (XVIII) of 27 November 1963, represents an important step towards ensuring the non-proliferation of nuclear weapons,

AWARE that the non-proliferation of nuclear weapons is not an end in itself but, rather, a means of achieving general and complete disarmament at a later stage, and

DESIRING to contribute, so far as lies in their power, towards ending the armaments race, especially in the field of nuclear weapons, and towards strengthening a world at peace, based on mutual respect and sovereign equality of States,

Have agreed as follows:

ARTICLE 1. To undertake to apply the status of denuclearization in respect of warlike purposes as defined in articles 1, 3, 5 and 13 of the Treaty for the Prohibition of Nuclear Weapons in Latin America in territories for which, *de jure* or *de facto*, they are internationally responsible and which lie within the limits of the geographical zone established in that Treaty.

ARTICLE 2. The duration of this Protocol shall be the same as that of the Treaty for the Prohibition of Nuclear Weapons in Latin America of which this Protocol is an annex, and the provisions regarding ratification and denunciation contained in the Treaty shall be applicable to it.

ARTICLE 3. This Protocol shall enter into force, for the States which have ratified it, on the date of the deposit of their respective instruments of ratification.

In witness whereof the undersigned Plenipotentiaries, having deposited their full powers, found in good and due form, sign this Protocol on behalf of their respective Governments.

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

N.J.A. CHEETHAM

FOR THE KINGDOM OF THE NETHERLANDS:

S. VAN HEEMSTRA

FOR THE UNITED STATES OF AMERICA:

JIMMY CARTER

[1] Done Feb. 14, 1967. TIAS 7137; 22 UST 762.

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PROTOCOLE ADDITIONNEL I

Les Plénipotentaires soussignés, munis des pleins pouvoirs de leurs gouvernements respectifs,

CONVAINCUS que le Traité visant l'interdiction des armes nucléaires en Amérique latine, négocié et signé en application des recommandations de l'Assemblée générale de l'Organisation des Nations Unies, contenues dans la résolution 1911 (XVIII) du 27 novembre 1963, représente une mesure importante en vue d'assurer la non-prolifération des armes nucléaires,

CONSCIENTS du fait que la non-prolifération des armes nucléaires ne constitue pas une fin en soi, mais un moyen d'aboutir, à une étape ultérieure, au désarmement général et complet,

DÉSIREUX de contribuer, dans la mesure de leurs possibilités, à mettre un terme à la course aux armements, notamment dans le domaine des armes nucléaires, et à favoriser et à consolider la paix mondiale fondée sur le respect mutuel et l'égalité souveraine des États,

Sont convenus de ce qui suit:

1. De s'engager à appliquer sur les territoires dont ils sont internationalement responsables de jure ou de facto, et qui sont situés dans les limites de la zone géographique établie par le Traité visant l'interdiction des armes nucléaires en Amérique latine, le statut de dénucléarisation par rapport à toute fin belliqueuse, qui a été défini aux articles 1, 3, 5 et 13 dudit traité.

2. Le présent Protocole aura la même durée que le Traité visant l'interdiction des armes nucléaires en Amérique latine, dont il est une annexe, les clauses relatives à la ratification et à la denonciation qui figurent dans le traité lui étant applicables.

3. Le présent Protocole entrera en vigueur pour les États qui l'auraient ratifié à la date du dépôt de leurs instruments respectifs de ratification.

En foi de quoi, les Plénipotentaires soussignés, après avoir déposé leurs pleins pouvoirs, trouvés en bonne et due forme, signent le présent Protocole, au nom de leurs gouvernements respectifs.

POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:

N.J.S. CHEETHAM

POUR LE ROYAUME DES PAYS-BAS:

S. VAN HEEMSTRA

POUR LES ETATS-UNIS D'AMERIQUE:

JIMMY CARTER

TIAS 10147

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PROTOCOLO ADICIONAL I

Os Plenipotenciários abaixo assinados, providos de plenos poderes dos seus respectivos Governos,

CONVENCIDOS de que o Tratado para a Proscrição de Armas Nucleares na América Latina, negociado e assinado em cumprimento das recomendações da Assembléia Geral das Nações Unidas, constantes da Resolução 1911 (XVIII) de 27 de novembro de 1963, representa um importante passo para assegurar a não proliferação de armas nucleares;

CONSCIENTES de que a não proliferação de armas nucleares não constitui um fim em si mesma, mas um meio para atingir, em etapa ulterior, o desarmamento geral e completo, e

DESEJOSOS de contribuir, na medida de suas possibilidades, para pôr têrmo à corrida armamentista, especialmente no campo das armas nucleares, e a favorecer a consolidação da paz no mundo, baseada no respeito mútuo e na igualdade soberana dos Estados

Convieram o seguinte:

ARTIGO 1. Comprometer-se a applicar, nos territórios que de jure ou de facto estejam sob sua responsabilidade internacional, compreendidos dentro dos limites da área geográfica estabelecida no Tratado para a Prosçricão de Armas Nucleares na América Latina, o estatuto de desnuclearização para fins bélicos que se encontra definido nos artigos 1, 3, 5 e 13 do mencionado Tratado.

ARTIGO 2. O presente Protocolo terá a mesma duração que o Tratado para a Proscrição de Armas Nucleares na América Latina, do qual á Anexo, aplicando-se a êle as cláusulas referentes a ratificação e denúncia que figuram no corpo do Tratado.

ARTIGO 3. O presente Protocolo entrará em vigor, para os Estados que o houverem ratificado, na data em que depositem seus respectivos instrumentos de ratificação.

Em testemunho do que, os Plenipotenciários abaixo assinados, havendo depositado seus plenos poderes, que foram achados em boa e devida forma, assinam o presente Protocolo, em nome de seus respectivos Governos.

PELO REINO UNIDO DA GRÈ-BRETANHA E IRLANDA DO NORTE:

N.J.A. CHEETHAM

PELO REINO DOS PAISES BAIXOS:

S. VAN HEEMSTRA

PELOS ESTADOS UNIDOS DA AMERICA:

JIMMY CARTER

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PROTOCOLO ADICIONAL I

Los Plenipotenciarios infrascritos, provistos de Plenos Poderes de sus respectivos Gobiernos,

CONVENCIDOS de que el Tratado para la Proscripción de las Armas Nucleares en la América Latina, negociado y firmado en cumplimiento de las recomendaciones de la Asamblea General de las Naciones Unidas, contenidas en la Resolución 1911 (XVIII) de 27 de noviembre de 1963, representa un importante paso para asegurar la no proliferación de las armas nucleares;

CONSCIENTES de que la no proliferación de las armas nucleares no constituye un fin en sí misma, sino un medio para alcanzar, en una etapa ulterior, el desarme general y completo, y

DESEOSOS de contribuir, en la medida de sus posibilidades, a poner fin a la carrera de armamentos, especialmente en el campo de las armas nucleares, y favorecer la consolidación de la paz en el mundo, fundada en el respeto mutuo y en la igualdad soberana de los Estados,

Han convenido en lo siguiente:

ARTÍCULO 1. Comprometerse a aplicar en los territorios que de jure o de facto estén bajo su responsabilidad internacional, comprendidos dentro de los límites de la zona geográfica establecida en el Tratado para la Proscripción de las Armas Nucleares en la América Latina, el estatuto de desnuclearización para fines bélicos que se halla definido en los artículos 1, 3, 5 y 13 de dicho Tratado.

ARTÍCULO 2. El presente Protocolo tendrá la misma duración que el Tratado para la Proscripción de las Armas Nucleares en la América Latina del cual es Anexo, aplicándose a él las cláusulas referentes a la ratificación y denuncia que figuran en el cuerpo del Tratado.

ARTÍCULO 3. El presente Protocolo entrará en vigor, para los Estados que lo hubieren ratificado, en la fecha en que depositen sus respectivos instrumentos de ratificación.

En testimonio de lo cual, los Plenipotenciarios infrascritos, habiendo depositado sus Plenos Poderes, que fueron hallados en buena y debida forma, firman el presente Protocolo en nombre de sus respectivos Gobiernos.

POR EL REINO UNIDO DE LA GRAN BRETAÑA E IRLANDA DEL NORTE:

N.J.A. CHEETHAM

POR EL REINO DE LOS PAISES BAJOS:

S. VAN HEEMSTRA

POR LOS ESTADOS UNIDOS DE AMERICA:

JIMMY CARTER

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KUWAIT

Health: Technical Cooperation

Memorandum of agreement signed at Geneva May 8, 1981;
Entered into force May 8, 1981.

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Memorandum of Agreement Between the
Department of Health and Human Services of the United States of America
and the Ministry of Public Health of the State of Kuwait
for the United States-Kuwait Technical Cooperation Program in Health

The Department of Health and Human Services of the Government of the United States of America and the Ministry of Public Health of the Government of Kuwait,

Recognizing mutual interests in the promotion of health and the prevention and control of disease:

Noting the importance of health in the development of strong and vigorous national economies;

Realizing the advantages of international cooperation in advancing knowledge and in resolving common problems in health for the benefit of all mankind;

Desiring to develop better communication and understanding between the health communities in both countries;

Desiring to establish a bilateral mechanism for the provision of technical cooperation in health between the two countries;

Have agreed as follows:

ARTICLE I

General Purpose

1. The Ministry of Public Health, State of Kuwait, has determined it wishes to obtain technical assistance in health from the United States through establishment of a formal agreement between

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the two governments for the provision of that assistance on a reimbursable basis.

2. The Department of Health and Human Services has agreed to assist the Ministry of Public Health in this endeavor by identifying appropriate technical assistance resources and facilitating their delivery.

ARTICLE II

Methods of Provision of Technical Assistance

1. Appropriate personnel from within the Department of Health and Human Services will be made available to conduct mutually agreed upon short-term technical assistance activities in health for the State of Kuwait.

2. As appropriate, the principal sources of technical assistance will be from U.S. academic and other non-U.S. Government organizations. The Department of Health and Human Services will facilitate the utilization of these resources for the provision of technical assistance for Kuwait as a supplement to its own technical assistance services, as necessary.

3. Persons or agencies selected to work on individual projects under the agreement shall be mutually agreed upon by the Department of Health and Human Services and the Ministry of Public Health.

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ARTICLE III

Areas of Technical Assistance

The scope of the agreement is to provide technical assistance from the Department of Health and Human Services to strengthen health services in general, and to implement the National Health Plan of Kuwait in particular, as may be mutually agreed upon by both parties.

The following examples are areas of cooperation that may be carried out under this agreement:

1. Assisting in health manpower development in Kuwait by:
   - 1.1 Facilitating opportunities for Kuwaiti candidates who are sent by the Government to undertake basic, post-graduate, and continuing health sciences education at various institutions in the United States.
   - 1.2 Enhancing cooperation between Kuwait and the United States medical specialty boards, in particular for development of postgraduate education programs in Kuwait.
   - 1.3 Facilitating the conducting of local non-degree training courses for health personnel in Kuwait.

2. Strengthening health care delivery in Kuwait by:
   - 2.1 Assisting in the establishment of relationships, including clinical and technical attachments, between hospitals and other institutions in the United States and their counterparts in Kuwait.

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2.2 Continuation of the existing relationships between the Centers for Disease Control and Kuwait in the field of epidemiology, disease control, and training.

2.3 Providing technical assistance in the development and implementation of a national emergency medical care system for Kuwait.

2.4 Facilitating technical cooperation for quality control programs in Kuwaiti hospitals and ambulatory care centers with concerned agencies such as the Joint Commission on Accreditation of Hospitals, and selected Professional Standard Review Organizations, and Health Systems Agencies.

2.5 Establishing technical cooperation between Kuwait and the National Institutes of Health, particularly in the areas of providing experts, research, training, and information systems.

3. Strengthening of the management of health services in Kuwait by providing technical assistance in health planning, health services research, health statistics and health information systems (including household and health examination surveys) through the National Centers for Health Services Research, National Center of Health Statistics, and other appropriate agencies and institutions.

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ARTICLE IV

Organization of Technical Assistance

1. Each party to this agreement will establish a Higher Committee for the United States-Kuwait Health Cooperation Program, with each committee having an equal number of members. The two committees together shall constitute the Joint United States-Kuwait Higher Committee for Health Cooperation. Each Committee and the Joint Committee shall meet as appropriate.

2. The U.S. Higher Committee shall be chaired by the Assistant Secretary for Health, Department of Health and Human Services of the United States of America, and the Kuwait Higher Committee shall be chaired by the Undersecretary of the Ministry of Public Health, State of Kuwait, or officials designated by them. Decisions of each Higher Committee shall be the responsibility of the respective Chairman and other members of both Higher Committees shall serve in an advisory capacity.

3. Each Higher Committee shall have a program coordinator designated by the respective Chairman.

4. Each Higher Committee and, when appropriate, the Joint United States-Kuwait Higher Committee for Health Cooperation, shall be responsible for:

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A. Establishing mutually agreed upon policies and procedures for implementation of activities under this Agreement.

B. Determining the technical assistance activities to be implemented and selecting the individuals and organizations to carry out these activities.

C. Reviewing and evaluating the effectiveness of the technical assistance activities conducted under this agreement.

ARTICLE V

Financing and Project Implementation

1. Technical assistance provided through this Agreement shall be on a reimbursable basis.

2. Each technical assistance project proposed shall have a separate agreement for the services to be provided, subject to the general provisions of this agreement. The Ministry of Public Health agrees to reimburse the costs of staff of the Department of Health and Human Services and to pay the professional time charges for all extramural personnel performing under these individual agreements in Kuwait and in the United States. In addition, the Ministry of Public Health will reimburse at cost all associated project expenses in the United States and provide air travel and full accommodation, transportation, and a per diem expense allowance in Kuwait for each person performing on site in Kuwait.

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3. The Department of Health and Human Services will appoint a project officer for each project carried out under the agreement, whether the project work is performed by staff of the Department or through extramural resources. Work performed by a project officer shall be on a reimbursable basis.

4. Invoices for technical services provided under this agreement shall be submitted by the Department of Health and Human Services to the Ministry of Public Health. Such invoices shall be paid by the Ministry of Public Health of Kuwait within 60 days of receipt of such invoices.

5. An annual accounting of expenditures and budgets for individual projects conducted under this agreement shall be provided to both parties.

6. Commitment of resources under the agreement or subsequent individual project agreements shall be made only by mutual agreement of both parties.

Entry into Force, Duration and Termination

This agreement shall enter into force upon the date of signature and shall remain in force for five years, unless terminated earlier

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by either Party upon two month's written notice to the other Party. It may be extended or modified by mutual agreement of the two parties.

Executed on May 8, 1981.

Edward N. Brandt Jr. [1]
For the Department of Health
and Human Services
United States of America

A. Awadi [2]
For the Ministry of
Public Health
State of Kuwait

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EGYPT

Double Taxation: Taxes on Income

Convention signed at Cairo August 24, 1980;
Transmitted by the President of the United States of America to the Senate November 12, 1980 (S. Ex. U, 96th Cong., 2d Sess.);
Reported favorably by the Senate Committee on Foreign Relations November 10, 1981 (S. Ex. Rept. No. 97-27, 97th Cong., 1st Sess.);
Advice and consent to ratification by the Senate, with an understanding and a reservation, November 18, 1981;
Ratified by the President, subject to said understanding and reservation, December 1, 1981;
Ratified by Egypt February 17, 1981;
Ratifications exchanged at Washington December 1, 1981;
Proclaimed by the President December 15, 1981;
Entered into force December 31, 1981.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention between the Government of the United States of America and the Government of the Arab Republic of Egypt for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income was signed at Cairo on August 24, 1980, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of November 18, 1981, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention, subject to the following:

1) understanding that appropriate Congressional committees and the General Accounting Office shall be afforded access to the information exchanged under this treaty where such access is necessary to carry out their oversight responsibilities, subject only to the limitations and procedures of the Internal Revenue Code.

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2) reservation that notwithstanding the provisions of paragraph (3) of Article 7 of the Convention (which relates to the taxation of gains from the alienation of shares of a corporation or of an interest in a partnership, estate, or trust, the property of which consists, directly or indirectly, principally of real property situated in one of the countries), gain derived by a resident of a Contracting State, from the alienation or other disposition of an interest in a corporation, or an interest in a partnership, trust, or estate, which has an interest in real property located in the other Contracting State, or the assets of which are considered under the domestic law of that other Contracting State to consist, in whole or in part, of real property, or an interest therein, in that other State, may be taxed by that other State to the extent provided for by its domestic law. In addition, gain derived by a corporation which is a resident of a Contracting State upon the distribution (including a distribution in liquidation or otherwise) of an interest in real property (as determined under the domestic law of the other Contracting State) may be taxed by that other Contracting State to the extent provided for by its domestic law.

The Convention was ratified, subject to the aforesaid understanding and reservation, by the President of the United States of America on December 1, 1981, in pursuance of the advice and consent of the Senate and was ratified on the part of the Arab Republic of Egypt;

The instruments of ratification of the Convention were exchanged at Washington on December 1, 1981, and accordingly the Convention enters into force on December 31, 1981, effective as specified in Article 31;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Convention to the end that it be observed and fulfilled with good faith on and after December 31, 1981, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this fifteenth day of December in the year of our Lord one thousand nine hundred eighty-one
[SEAL] and of the Independence of the United States of America the two hundred sixth.

RONALD REAGAN

By the President:
ALEXANDER M. HAIG JR
Secretary of State

TIAS 10149

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CONVENTION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION WITH RESPECT TO TAXES ON INCOME

The Government of the United States of America and the Government of the Arab Republic of Egypt, desiring to conclude a convention for the avoidance of double taxation of income, the prevention of fiscal evasion with respect to taxes on income, and the elimination of obstacles to international trade and investment;

Have agreed as follows:

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Article 1

TAXES COVERED

(1) The taxes which are the subject of this Convention are:

(a) In the case of the United States, the Federal income taxes imposed by the Internal Revenue Code[1] but excluding the accumulated earnings tax and the personal holding company tax, and

(b) In the case of Egypt:

(i) Tax on income derived from immovable property (including the land tax, the building tax, and the ghaffir tax);

(ii) Tax on income from movable capital;

(iii) Tax on commercial and industrial profits;

(iv) Tax on wages, salaries, indemnities, and pensions;

(v) Tax on profits from liberal professions and all other noncommercial professions;

(vi) General income tax;

(vii) Defense tax;

(viii) National security tax;

[1] 68A Stat. 3; 26 U.S.C. §§ 1-8023.

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(ix) War tax; and

(x) Supplementary taxes imposed as a percentage of taxes mentioned above.

(2) This Convention shall also apply to taxes substantially similar to those covered by paragraph (1) which are imposed in addition to, or in place of, existing taxes after the date of signature of this Convention.

(3) For the purpose of Article 26 (Nondiscrimination), this Convention shall also apply to taxes of every kind imposed at the national, state, or local level. For the purpose of Article 28 (Exchange of Information), this Convention shall also apply to taxes of every kind imposed at the national level.

(4) The competent authorities of the Contracting States shall notify each other promptly of any amendments of the tax laws referred to in paragraph (1) and of the adoption of any taxes referred to in paragraph (2) by transmitting the texts of any amendments or new statutes.

(5) The competent authorities of the Contracting States shall notify each other promptly of the publication by their respective Contracting States of any material concerning the application of this Convention, whether in the form of regulations, rulings, or judicial decisions, by transmitting the texts of any such materials.

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Article 2

GENERAL DEFINITIONS

(1) In this Convention, unless the context otherwise requires:

(a)(i) The term "United States" means the United States of America; and

(ii) When used in a geographical sense, the term "United States" mean the states thereof and the District of Columbia. Such term also includes:

(A) The territorial sea thereof, and

(B) The seabed and subsoil of the submarine areas adjacent to the coast thereof, but beyond the territorial sea, over which the United States exercises sovereign rights, in accordance with international law, for the purpose of exploration for and exploitation of the natural resources of such areas, but only to the extent that the person, property, or activity to which the Convention is being applied is connected with such exploration or exploitation.

(b)(i) The term "Egypt" means the Arab Republic of Egypt; and

(ii) When used in a geographical sense the term "Egypt" includes:

(A) The territorial sea thereof, and

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(B) The seabed and subsoil of the submarine areas adjacent to the coast thereof, but beyond the territorial sea, over which Egypt exercises sovereign rights, in accordance with international law, for the purpose of exploration for and exploitation of the natural resources of such area, but only to the extent that the person, property, or activity to which this Convention is being applied is connected with such exploration or exploitation.

(c) The term "Contracting State" means the United States or Egypt, as the context requires.

(d) The term "State" means any national State, whether or not one of the Contracting States.

(e) The term "person" includes an individual, a partnership, a corporation, an estate, or a trust.

(f)(i) The term "United States corporation" means a corporation (or any unincorporated entity treated as a corporation for United States tax purposes) which is created or organized under the laws of the United States or any state thereof or the District of Columbia; and

(ii) The term "Egyptian corporation" means a corporation or any unincorporated entity treated as a corporation for Egyptian tax purposes which is created or organized under the laws of Egypt.

(g) The term "competent authority" means:

(i) In the case of the United States, the Secretary of the Treasury or his delegate, and

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(ii) In the case of Egypt, the Minister of Finance or his delegate.

(b) The term "tax" means tax imposed by the United States or Egypt whichever is applicable, to which this Convention applies by virtue of Article 1 (Taxes Covered).

(i) The term "international traffic" means any voyage of a ship or aircraft operated by a resident of one of the Contracting States except where such voyage is confined solely to places within a Contracting State.

(2) Any other term used in this Convention and not defined in this Convention shall, unless the context otherwise requires, have the meaning which it has under the laws of the Contracting State whose tax is being determined. Notwithstanding the preceding sentence, if the meaning of such a term under the laws of one of the Contracting States is different from the meaning of the term under the laws of the other Contracting State, or if the meaning of such a term is not readily determinable under the laws of one of the Contracting States, the competent authorities of the Contracting States may, in order to prevent double taxation or to further any other purpose of this Convention, establish a common meaning of the term for the purposes of this Convention.

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Article 3

FISCAL RESIDENCE

(1) In this Convention:

(a) The term "resident of Egypt" means:

(i) An Egyptian corporation, and

(ii) Any other person (except a corporation or an entity treated under Egyptian law as a corporation) resident in Egypt for purposes of Egyptian tax, but in the case of a partnership, estate, or trust only to the extent that the income derived by such partnership, estate, or trust is subject to Egyptian tax as the income of a resident either in the hands of the respective entity or of its partners or beneficiaries.

(b) The term "resident of the United States" means:

(i) A United States corporation, and

(ii) Any other person (except a corporation or any entity treated as a corporation for United States tax purposes) resident in the United States for purposes of United States tax, but in the case of a partnership, estate, or trust only to the extent that the income derived by such partnership, estate, or trust is subject to United States tax as the income of a resident either in the hands of the respective entity or of its partners or beneficiaries.

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(2) Where by reason of the provisions of paragraph (1) an individual is a resident of both Contracting States, then his residence shall be determined in accordance with the following rules:

(a) He shall be deemed to be a resident of that Contracting State in which he maintains his permanent home. If he has a permanent home in both Contracting States or in neither of the Contracting States, he shall be deemed to be a resident of that Contracting State with which his personal and economic relations are closest (center of vital interests);

(b) If the Contracting State in which he has his center of vital interests cannot be determined, he shall be deemed to be a resident of that Contracting State in which he has an habitual abode;

(c) If he has an habitual abode in both Contracting States or in neither of the Contracting States, he shall be deemed to be a resident of the Contracting State of which he is a citizen; and

(d) If he is a citizen of both Contracting States or of neither Contracting State, the competent authorities of the Contracting States shall settle the question by mutual agreement.

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Article 4

SOURCE OF INCOME

For purposes of this Convention:

(1) Dividends shall be treated as income from sources within a Contracting State only if paid by a corporation of that Contracting State. Notwithstanding the preceding sentence, a dividend shall be treated as from sources within--

(a) Egypt if paid by a United States corporation whose activities lie solely or mainly in Egypt and to which paragraph (5) of Article 11 (Dividends) applies.

(b) The United States if paid by a corporation other than a United States corporation if, for the 3-year period ending with the close of such corporation's taxable year preceding the declaration of the dividend (or for such part of that period as such corporation has been in existence), at least 50 percent of such corporation's gross income from all sources was industrial or commercial profits attributable to a permanent establishment which such corporation had in the United States.

(2) Interest shall be treated as income from sources within a Contracting State only if paid by such Contracting State, a political subdivision or a local authority thereof, or by a resident of that Contracting State. Notwithstanding the preceding sentence, if such interest is paid on an indebtedness incurred in connection with a permanent establishment which bears such interest, then such interest shall be deemed to be from sources within the State (whether or not a Contracting State) in which the permanent establishment is situated.

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(3) Royalties described in paragraph (2) of Article 13 (Royalties) for the use of, or the right to use, property or rights described in such paragraph shall be treated as income from sources within a Contracting State only to the extent that such royalties are for the use of, or the right to use, such property or rights within that Contracting State.

(4) Income from real property (including royalties), described in Article 7 (Income from Real Property) shall be treated as income from sources within a Contracting State only if such property is situated in that Contracting State.

(5) Income from the rental of tangible personal (movable) property shall be treated as income from sources within a Contracting State only if such property is situated in that Contracting State.

(6) Income from the purchase and sale or exchange of intangible or tangible personal property (other than gains defined as royalties by paragraph (2) of Article 13 (Royalties)) shall be treated as income from sources within a Contracting State only if such sale or exchange is within that Contracting State.

(7) Income received by an individual for his performance of labor or personal services whether as an employee or in an independent capacity, shall be treated as income from sources within a Contracting State only to the extent that such services are performed in that Contracting State. Income from personal services performed aboard ships or aircraft operated by a resident of one of the Contracting States in international traffic shall be treated as income from sources within that Contracting State if rendered by a member of the regular complement of the ship or aircraft. Notwithstanding the preceding provisions of this paragraph, remuneration described in

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Article 21 (Governmental Functions) and payments described in Article 20 (Social Security Payments) paid from the public funds of a Contracting State or a political subdivision or local authority thereof shall be treated as income from sources within that Contracting State only.

(8) Notwithstanding paragraphs (1) through (6),industrial or commercial profits which are attributable to a permanent establishment which the recipient, a resident of one of the Contracting States, has in the other Contracting State shall be treated as income from sources within that other Contracting State. Industrial or commercial profits attributable to such permanent establishment include any item of income described in paragraphs (1) through (6) to the extent provided in paragraph (6) of Article 8 (Business Profits).

(9) The source of any item of income to which paragraphs (1) through (8) are not applicable shall be determined by each of the Contracting States in accordance with its own law. Notwithstanding the preceding sentence, if the source of any item of income under the laws of one Contracting State is different from the source of such item of income under the laws of the other Contracting State or if the source of such income is not readily determinable under the laws of one of the Contracting States, the competent authorities of the Contracting States may, in order to prevent double taxation or further any other purpose of this Convention, establish a common source of the item of income for purposes of this Convention.

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Article 5

PERMANENT ESTABLISHMENT

(1) For the purpose of this Convention, the term "permanent establishment" means a fixed place of business through which a resident of one of the Contracting States engages in industrial or commercial activity.

(2) The term "permanent establishment" includes but is not limited to:

(a) A seat of management;

(b) A branch;

(c) An office;

(d) A factory;

(e) A workshop;

(f) A mine, quarry, or other place of extraction of natural resources; and

(g) The maintenance of a building site or construction or installation project which exists for more than 6 months.

(3) Notwithstanding paragraphs (1) and (2), a permanent establishment shall not include a fixed place of business used only for one or more of the following:

(a) The use of facilities for the purpose of storage, display, or delivery of goods or merchandise belonging to the resident;

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(b) The maintenance of a stock of goods or merchandise belonging to the resident for the purpose of storage, display, or delivery;

(c) The maintenance of a stock of goods or merchandise belonging to the resident for the purpose of processing by another person;

(d) The maintenance of a fixed place of business for the purpose of purchasing goods or merchandise, or for collecting information, for the resident;

(e) The maintenance of a fixed place of business for the purpose of advertising, for the supply of information, for scientific research, or for similar activities which have a preparatory or auxiliary character, for the resident; and

(f) The maintenance of a building site or construction or installation project which does not exist for more than 6 months.

(4) A person acting in one of the Contracting States on behalf of a resident of the other Contracting State, other than an agent of an independent status to whom paragraph (5) applies, shall be deemed to give rise to a permanent establishment in the first-mentioned Contracting State if such person has, and habitually exercises in the first-mentioned Contracting State, an authority to conclude contracts in the name of that resident, unless the exercise of such authority is limited to the purchase of goods or merchandise for that resident.

(5) A resident of one of the Contracting States shall not be deemed to have a permanent establishment in the other Contracting State merely because such resident engages in

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industrial or commercial activity in that other Contracting State through a broker, general commission agent, or any other agent of an independent status, where such broker or agent is acting in the ordinary course of his business.

(6) A resident of one of the Contracting States shall not be deemed to have a permanent establishment in the other Contracting State merely because such resident sells at the termination of a trade fair or convention in such other Contracting State goods or merchandise which such resident displayed at such trade fair or convention.

(7) In determining whether a resident of one Contracting State has a permanent establishment in the other Contracting State there shall not be taken into account the fact that such resident may be related to either a resident of the other Contracting State or to any other person who engages in business in that other Contracting State.

(8) The principles set forth in paragraphs (1) through (7) shall be applied in determining for purposes of this Convention whether there is a permanent establishment in a State other than one of the Contracting States or whether a person other than a resident of one of the Contracting States has a permanent establishment in one of the Contracting States.

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Article 6

GENERAL RULES OF TAXATION

(1) A resident of one of the Contracting States may be taxed by the other Contracting State on any income from sources within that other Contracting State and only on such income, subject to any limitations set forth in this Convention. For this purpose, the rules set forth in Article 4 (Source of Income) shall be applied to determine the source of income.

(2) The provisions of this Convention shall not be construed to restrict in any manner any exclusion, exemption, deduction, credit, or other allowance now or hereafter accorded--

(a) By the laws of one of the Contracting States in determination of the tax imposed by that Contracting State, or

(b) By any other agreement between the Contracting States.

(3) Notwithstanding any provisions of this Convention except paragraph (4), a Contracting State may tax its residents (as determined under Article 3 (Fiscal Residence)) and its citizens as if this Convention had not come into effect.

(4) The provisions of paragraph (3) shall not affect:

(a) The benefits conferred by a Contracting State under paragraph 3 of Article 19 (Private Pensions and Annuities) and under Articles 20 (Social Security Payments), 25 (Relief from Double Taxation), 26 (Nondiscrimination), and 27 (Mutual Agreement Procedure); and

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(b) The benefits conferred by a Contracting State under Articles 21 (Governmental Functions), 22 (Teachers), 23 (Students and Trainees), and 30 (Diplomatic and Consular Officers) upon individuals who are neither citizens of, nor have immigrant status in, that Contracting State.

(5) The competent authorities of the two Contracting States may each prescribe regulations necessary to carry out the provisions of this Convention.

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Article 7

INCOME FROM REAL PROPERTY

(1) Income from real property, including royalties and other payments in respect of the exploitation of natural resources and gains derived from the sale, exchange, or other disposition of such property or of the right giving rise to such royalties or other payments, may be taxed by the Contracting State in which such real property or natural resources are situated. For purposes of this Convention, interest on indebtedness secured by real property or secured by a right giving rise to royalties or other payments in respect of the exploitation of natural resources shall be regarded as income from real property.

(2) Paragraph (1) shall apply to income derived from the usufruct, direct use, letting, or use in any other form of real property.

(3) For purposes of paragraph (1) of this Article and paragraph (4) of Article 4 (Source of Income), gains from the alienation of shares of a corporation or of an interest in a partnership, estate, or trust, the property of which consists, directly or indirectly, principally of real property situated in a Contracting State, shall be regarded as income from real property.

(4) Income or gain referred to in this Article derived from sources in a Contracting State by a resident of the other Contracting State may be taxed by both Contracting States.

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Article 8

BUSINESS PROFITS

(1) Industrial or commercial profits of a resident of one of the Contracting States shall be exempt from tax by the other Contracting State unless the resident has a permanent establishment in that other Contracting State. If the resident has a permanent establishment in that other Contracting State, tax may be imposed by that other Contracting State on the industrial or commercial profits of the resident but only on so much of them as are attributable to the permanent establishment.

(2) Where a resident of one of the Contracting States has a permanent establishment in the other Contracting State, there shall in each Contracting State be attributed to the permanent establishment the industrial or commercial profits which would reasonably be expected to have been derived by it if it were an independent entity engaged in the same or similar activities under the same or similar conditions and dealing wholly independently with the resident of which it is a permanent establishment.

(3) In the determination of the industrial or commercial profits of a permanent establishment, there shall be allowed as deductions expenses which are reasonably connected with such profits, including executive and general administrative expenses whether incurred in the Contracting State in which the permanent establishment is situated or elsewhere.

(4) No profits shall be attributed to a permanent establishment of a resident of one of the Contracting States in the other Contracting State merely by reason of the purchase of

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goods or merchandise by that permanent establishment, or by the resident of which it is a permanent establishment, for the account of that resident.

(5) The term "industrial or commercial profits" includes, but is not limited to, income derived from manufacturing, mercantile, banking, insurance, agricultural, fishing or mining activities, the operation of ships or aircraft, the furnishing of services, the rental of tangible personal (movable) property, and the rental or licensing of motion picture films or films or tapes used for radio or television broadcasting. Such term does not include the performance of personal services by an individual either as an employee or in an independent capacity.

(6) For purposes of paragraph (1), industrial or commercial profits which are attributable to a permanent establishment include income from dividends, interest, royalties (as defined in paragraph (2) of Article 13 (Royalties)), and capital gains and income derived from property and natural resources, but only if such income is effectively connected with the permanent establishment. To determine whether income is effectively connected with a permanent establishment, the factors taken into account shall include whether the rights or property giving rise to such income are used in or held for use in carrying on an activity giving rise to industrial or commercial profits through such permanent establishment and whether the activities carried on through such permanent establishment were a material factor in the realization of such income. For this purpose, due regard shall be given to whether or not such property or rights or such income were accounted for through such permanent establishment.

(7) Where industrial or commercial profits include items of income which are dealt with separately in other articles of this Convention, the provisions of those articles shall, except as otherwise provided therein, supersede the provisions of this Article.

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Article 9

SHIPPING AND AIR TRANSPORT

(1) Notwithstanding Article 8 (Business Profits): Profits derived by a resident of a Contracting State from the operation of ships or aircraft in international traffic shall be taxable only in that Contracting State.

(2) For purposes of this Article, income derived from the operation in international traffic of ships or aircraft does not include dividends received by a person by virtue of an ownership interest in a corporation engaged in the operation of ships or aircraft in international traffic, and includes --

(a) Income derived from the rental of ships or aircraft operated in international traffic if such rental income is incidental to other income described in paragraph (1); and

(b) Income derived from the use, maintenance, and lease of --

(i) Containers,

(ii) Trailers for the inland transport of containers, and

(iii) Other related equipment

in connection with the operation by the resident in international traffic of ships or aircraft described in paragraph (1).

(3) The existing exemption of United States air transport enterprises afforded by Decree of the Egyptian Council of Ministers shall cease to have effect upon the entry into force of this Convention.

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Article 10

RELATED PERSONS

(1) Where a person subject to the taxing jurisdiction of one of the Contracting States and any other person are related and where such related persons make arrangements or impose conditions between themselves which are different from those which would be made between independent persons, any income, deductions, credits, or allowances which would, but for those arrangements or conditions, have been taken into account in computing the income (or loss) of, or the tax payable by, one of such persons, may be taken into account in computing the amount of the income subject to tax and the taxes payable by such person.

(2) Where a redetermination has been made by one Contracting State of the income of one of its residents in accordance with paragraph (1), then the other Contracting State shall, if it agrees with such redetermination and if necessary to prevent double taxation, make a corresponding adjustment to the income of a person in such other Contracting State related to such resident. In the event the other Contracting State disagrees with such redetermination, the two Contracting States shall endeavor to reach agreement in accordance with the mutual agreement procedure in paragraph (2) of Article 27 (Mutual Agreement Procedure).

(3) For purposes of this Convention, a person is related to another person if either person owns or controls directly or indirectly the other, or if any third person or persons own or control directly or indirectly both. For this purpose, the term "control" includes any kind of control, whether or not legally enforceable, and however exercised or exercisable.

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Article 11

DIVIDENDS

(1) Dividends derived from sources within one of the Contracting States by a resident of the other Contracting State may be taxed by both Contracting States.

(2) The rate of tax imposed by the United States on dividends paid by a United States corporation to a resident of Egypt shall not exceed --

(a) 15 percent of the gross amount of the dividend; or

(b) When the recipient is a corporation, 5 percent of the gross amount of the dividend if --

(i) During the part of the paying corporation's taxable year which precedes the date of payment of the dividend and during the whole of its prior taxable year (if any), at least 10 percent of the outstanding shares of the voting stock of the paying corporation was owned by the recipient corporation, and

(ii) Not more than 25 percent of the gross income of the paying corporation for such prior taxable year (if any) consists of interest or dividends (other than interest derived from the conduct of a banking, insurance, or financing business and dividends or interest received from subsidiary corporations, 50 percent or more of the outstanding shares of the voting stock of which is owned by the paying corporation at the time such dividends or interest is received).

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(3) Dividends paid by an Egyptian corporation to a resident of the United States shall in Egypt be subject (a) to the tax on income derived from movable capital, the defense tax, national security tax, war tax, the supplementary taxes on the foregoing, and substantially similar taxes enacted after the date of signature of this Convention (which taxes shall be deducted at source), provided that such dividends, if distributed out of the taxable profits of the same taxable year and not out of accumulated reserves or assets, shall be allowed as a deduction from the amount of the company's taxable income or profits subject to tax as industrial or commercial profits, and (b) when paid to a natural person, to the general income tax levied on net total income. However, the general income tax thus imposed shall in no case exceed an average of 20 percent of the net dividends payable to such natural person. The dividends payable to a United States corporation shall not be subject to any taxes other than those described in subparagraph (a).

(4) Paragraphs (2) and (3) shall not apply if such dividends are treated, under paragraph (6) of Article 8 (Business Profits), as industrial or commercial profits attributable to a permanent establishment which the recipient, a resident of one Contracting State, has in the other Contracting State. In such case the provisions of Article 8 shall apply.

(5) Dividends paid by a United States corporation whose activities lie solely or mainly in Egypt shall in Egypt be treated in the manner provided by paragraph (3).

(6) Dividends deemed to be paid, according to the provisions of Egyptian taxation law, out of yearly profits by a permanent establishment maintained in Egypt by a United States corporation whose activities extend to countries other than Egypt shall in Egypt be treated in the manner provided by paragraph (3).

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(7) The term "dividends" as used in this Article means income from shares, "jouissance" shares or "jouissance" rights, mining shares, founders' shares or other rights, not being debt-claims, participating in profits, as well as income from other corporate rights which is subjected to the same taxation treatment as income from shares by the laws of the State of which the corporation making the distribution is a resident.

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Article 12

INTEREST

(1) Interest derived by a resident of one of the Contracting States from sources within the other Contracting State may be taxed by both Contracting States.

(2) Interest derived by a resident of one of the Contracting States from sources within the other Contracting State shall not be taxed by the other Contracting State at a rate in excess of 15 percent of the gross amount of such interest.

(3) Notwithstanding paragraphs (1) and (2), interest beneficially derived by (a) one of the Contracting States, or by an instrumentality of that Contracting State, not subject to tax by that Contracting State on its income, or (b) a resident of such Contracting State with respect to loans made, guaranteed, or insured by that Contracting State or an instrumentality thereof, shall be exempt from tax by the other Contracting State.

(4) Interest paid by a resident of one of the Contracting States to a person other than a resident of the other Contracting State (and in the case of interest paid by a resident of Egypt to a person other than a citizen of the United States) shall be exempt from tax by the other Contracting State unless such interest is treated as income from sources within the other Contracting State under paragraph (2) of Article 4 (Source of Income).

(5) Paragraphs (2), (3), and (4) shall not apply if the interest is treated, under paragraph (6) of Article 8 (Business Profits) as industrial or commercial profits attributable to a

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permanent establishment which the recipient, a resident of one Contracting State, has in the other Contracting State. In such a case, the provisions of Article 8 shall apply.

(6) Where an amount is paid to a related person and would be treated as interest but for the fact that it exceeds an amount which would have been paid to an unrelated person, the provisions of this Article shall apply only to so much of the amount as would have been paid to an unrelated person. In such a case the excess amount may be taxed by each Contracting State according to its own law, including the provisions of this Convention where applicable.

(7) The term "interest" as used in this Convention means income from money lent and other income which under the taxation law of the Contracting State in which the income has its source is assimilated to income from money lent, but does not include interest on indebtedness secured by mortgages on real estate or other amounts considered income from real property under Article 7 (Income from Real Property).

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Article 13

ROYALTIES

(1) Royalties derived by a resident of one of the Contracting States from sources within the other Contracting State may be taxed by both Contracting States. However, royalties shall not be taxed by the other Contracting State at a rate in excess of 15 percent of the gross amount of such royalty.

(2) For purposes of this Article the term "royalties" means:

(a) Payments of any kind made as consideration for the use of, or the right to use, copyrights of literary, artistic, or scientific works, but not including copyrights of motion picture films or films or tapes used for radio or television broadcasting which are industrial and commercial profits within the meaning of paragraph (5) of Article 8 (Business Profits), and patents, designs, models, plans, secret processses or formulae, trademarks, or other like property or rights; and

(b) Gains derived from the sale, exchange, or other disposition of any such property or rights to the extent that the amounts realized on such sale, exchange, or other disposition for consideration are contingent on the productivity, use or disposition of such property or rights.

(3) Paragraph (1) shall not apply if the recipient of the royalty, being a resident of one of the Contracting States, has in the other Contracting State a permanent establishment and the property or rights giving rise to the royalty is effectively connected with such permanent establishment. In such a case, the provisions of Article 8 (Business Profits) shall apply.

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(4) The provisions of this Article shall not apply to dividends on founders' shares issued in Egypt as consideration for the rights mentioned in paragraph (2) of this Article and which are taxed in accordance with the provisions of Article 1 of Law No. 14 of 1939. In such a case, the provisions of Article 11 (Dividends) shall apply.

(5) Where an amount is paid to a related person and would be treated as a royalty but for the fact that it exceeds an amount which would have been paid to an unrelated person, the provisions of this Article shall apply only to so much of the amount as would have been paid to an unrelated person. In such a case, the excess amount may be taxed by each Contracting State according to its own law, including the provisions of this Convention where applicable.

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Article 14

CAPITAL GAINS

(1) A resident of one of the Contracting States shall be exempt from tax by the other Contracting State on gains from the sale, exchange, or other disposition of capital assets unless--

(a) The gain is derived by a resident of one of the Contracting States from the sale, exchange, or other disposition of property described in Article 7 (Income from Real Property) situated within the other Contracting State,

(b) The gain arises out of a sale, exchange, or other disposition described in paragraph (2)(b) of Article 13 (Royalties),

(c) The gain is treated, under paragraph (6) of Article 8 (Business Profits), as industrial or commercial profits attributable to a permanent establishment which the recipient has in such other Contracting State, or

(d) The recipient of the gain, being an individual who is a resident of one of the Contracting States is present in the other Contracting State for a period or periods aggregating 183 days or more during the taxable year.

(2) In the case of gains described in paragraph (1)(a), the provisions of Article 7 (Income from Real Property) shall apply. In the case of gains described in paragraph (1)(b), the provisions of Article 13 (Royalties) shall apply. In the case of gains described in paragraph (1)(c), the provisions of Article 8 (Business Profits) shall apply.

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Article 15

INDEPENDENT PERSONAL SERVICES

(1) Income derived by an individual who is a resident of one of the Contracting States from the performance of personal services in an independent capacity may be taxed by that Contracting State. Except as provided in paragraph (2), such income shall be exempt from tax by the other Contracting State.

(2) Income derived by an individual who is a resident of one of the Contracting States from the performance of personal services in an independent capacity in the other Contracting State may be taxed by that other Contracting State, if the individual is present in that other Contracting State for a period or periods aggregating 90 days or more in the taxable year.

(3) The term "personal services in an independent capacity" includes, but is not limited to, scientific, literary, artistic, educational or teaching activities, as well as independent activities of physicians, lawyers, engineers, architects, dentists, and accountants.

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Article 16

DEPENDENT PERSONAL SERVICES

(1) Except as provided in Articles 21 (Governmental Functions), 22 (Teachers), and 23 (Students and Trainees), wages, salaries, and similar remuneration derived by an individual who is a resident of one of the Contracting States from labor or personal services performed as an employee, including income from services performed by an officer of a corporation or company, may be taxed by that Contracting State. Except as provided by paragraph (2) and in Articles 19 (Private Pensions and Annuities), 21 (Governmental Functions), 22 (Teachers), and 23 (Students and Trainees), such remuneration derived from sources within the other Contracting State may also be taxed by that other Contracting State.

(2) Remuneration described in paragraph (1) derived by an individual who is a resident of one of the Contracting States shall be exempt from tax by the other Contracting State if --

(a) He is present in that other Contracting State for a period or periods aggregating less than 90 days in the taxable year;

(b) He is an employee of a resident of, or of a permanent establishment maintained in, the first-mentioned Contracting State;

(c) The remuneration is not borne as such by a permanent establishment which the employer has in that other Contracting State; and

(d) The remuneration is subject to tax in the first-mentioned Contracting State.

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(3) Notwithstanding paragraphs (1) and (2), remuneration derived by an employee of a resident of one of the Contracting States for labor or personal services performed as a member of the regular complement of a ship or aircraft operated in international traffic by a resident of that Contracting State may be taxed by that Contracting State.

Article 17

PUBLIC ENTERTAINERS

Notwithstanding Articles 15 (Independent Personal Services) and 16 (Dependent Personal Services), the income derived by an individual who is a resident of one Contracting State from his performance of personal services in the other Contracting State as a public entertainer, such as a theater, motion picture, radio or television artist, a musician, or an athlete, may be taxed by the other Contracting State, but only if the gross amount of such income exceeds 400 United States dollars or its equivalent in Egyptian pounds for each day such person is present in the other Contracting State for the purpose of performing such services therein.

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Article 18

AMOUNTS RECEIVED FOR FURNISHING PERSONAL SERVICES OF OTHERS

(1) Notwithstanding the provisions of Article 8 (Business Profits), amounts received by a resident of one of the Contracting States in consideration of furnishing in the other Contracting State the personal services of one or more other persons shall be subject to tax under the taxation laws of each Contracting State to the extent that --

(a)(i) The person for whom the services were furnished designated the person or persons who would render the services, whether or not he had the legal right to do so and whether or not the designation had been made formally;

(ii) The person for whom the services were furnished had the right to designate the person or persons who would render the services; or

(iii) By reason of the facts and circumstances the arrangement for personal services had the effect of designating the person or persons who would render the services; and

(b) The resident of the first-mentioned Contracting State directly or indirectly pays compensation for such services to any person, other than another resident of the first-mentioned Contracting State or of that other Contracting State who is subject to tax on such compensation.

(2) Paragraph (1) shall not apply to any amount received if it is established to the satisfaction of the competent authority

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of that other Contracting State, with respect to such amount, that neither the creation or organization of the resident of the first-mentioned Contracting State (where such resident is a corporation or other entity), nor the furnishing of the services through such resident has the effect of a substantial reduction of income, war profits, excess profits, or similar taxes.

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Article 19

PRIVATE PENSIONS AND ANNUITIES

(1) Except as provided in Article 21 (Governmental Functions), pensions and other similar remuneration paid to an individual in consideration of past employment shall be taxable only in the Contracting State of which he is a resident.

(2) Alimony and annuities paid to an individual who is a resident of one of the Contracting States shall be taxable only in that Contracting State.

(3) Child support payments made by an individual who is a resident of one of the Contracting States to an individual who is a resident of the other Contracting State shall be exempt from tax in that other Contracting State.

(4) The term "pensions and other similar remuneration," as used in this Article, means periodic payments other than social security payments covered in Article 20 (Social Security Payments) made (a) by reason of retirement or death and in consideration for services rendered or (b) by way of compensation for injuries or sickness received in connection with past employment.

(5) The term "annuities," as used in this Article, means a stated sum paid periodically at stated times during life, or during a specified number of years, under an obligation to make the payments in return for adequate and full consideration (other than services rendered).

(6) The term "alimony," as used in this Article, means periodic payments made pursuant to a written separation agreement or a decree of divorce, separate maintenance, or compulsory

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support which payments are taxable to the recipient under the internal laws of the Contracting State of which he is a resident.

(7) The term "child support payments," as used in this Article, means periodic payments for the support of a minor child made pursuant to written separation agreement or a decree of divorce, separate maintenance, or compulsory support.

Article 20

SOCIAL SECURITY PAYMENTS

Social security payments and similar amounts paid by one of the Contracting States to an individual who is a resident of the other Contracting State shall be taxable only in the other Contracting State. This Article shall not apply to payments described in Article 21 (Governmental Functions).

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Article 21

GOVERNMENTAL FUNCTIONS

(1) Wages, salaries, or similar remuneration, including pensions, annuities, or similar benefits, paid from public funds of one of the Contracting States:

(a) To a citizen of that Contracting State, or

(b) To a citizen of a State other than a Contracting State who comes to the other Contracting State expressly for the purpose of being employed by the first-mentioned Contracting State

for labor or personal services performed as an employee of the national Government of that Contracting State, or any agency thereof, in the discharge of functions of a governmental nature shall be exempt from tax by the other Contracting State.

(2) The provisions of Articles 16 (Dependent Personal Services) and 19 (Private Pensions and Annuities) shall apply to remuneration or pensions in respect of services rendered in connection with any trade or business carried on by one of the Contracting States or any agency thereof.

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Article 22

TEACHERS

(1) Where a resident of one of the Contracting States is invited by the Government of the other Contracting State, a political subdivision, or a local authority thereof, or by a university or other recognized educational institution in that other Contracting State to come to that other Contracting State for a period not expected to exceed 2 years for the purpose of teaching or engaging in research, or both, at a university or other recognized educational institution and such resident comes to that other Contracting State primarily for such purpose, his income from personal services for teaching or research at such university or educational institution shall be exempt from tax by that other Contracting State for a period not exceeding 2 years from the date of his arrival in that other Contracting State.

(2) This Article shall not apply to income from research if such research is undertaken not in the public interest but primarily for the private benefit of a specific person or persons.

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Article 23

STUDENTS AND TRAINEES

(1)(a) An individual who is a resident of one of the Contracting States at the time he becomes temporarily present in the other Contracting State and who is temporarily present in that other Contracting State for the primary purpose of--

(i) Studying at a university or other recognized educational institution in that other Contracting State, or

(ii) Securing training required to qualify him to practice a profession or professional specialty, or

(iii) Studying or doing research as a recipient of a grant, allowance, or award from a governmental, religious, charitable, scientific, literary, or educational organization,

shall be exempt from tax by that other Contracting State with respect to amounts described in subparagraph (b) for a period not exceeding 5 taxable years from the date of his arrival in that other Contracting State, and for such additional period of time as is necessary to complete, as a full-time student, educational requirements as a candidate for a postgraduate or professional degree from a recognized educational institution.

(b) The amounts referred to in subparagraph (a) are--

(i) Gifts from abroad for the purpose of his maintenance, education, study, research, or training;

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(ii) The grant, allowance, or award; and

(iii) Income from personal services performed in that other Contracting State in an amount not in excess of 3,000 United States dollars or its equivalent in Egyptian pounds for any taxable year.

(2) An individual who is a resident of one of the Contracting States at the time he becomes temporarily present in the other Contracting State and who is temporarily present in that other Contracting State as an employee of, or under contract with, a resident of the first-mentioned Contracting State, for the primary purpose of--

(a) Acquiring technical, professional, or business experience from a person other than that resident of the first-mentioned Contracting State or other than a person related to such resident, or

(b) Studying at a university or other recognized educational institution in that other Contracting State,

shall be exempt from tax by that other Contracting State for a period not exceeding 12 consecutive months with respect to his income from personal services in an aggregate amount not in excess of 7,500 United States dollars or its equivalent in Egyptian pounds.

(3) An individual who is a resident of one of the Contracting States at the time he becomes temporarily present in the other Contracting State and who is temporarily present in that other Contracting State for a period not exceeding 1 year, as a participant in a program sponsored by the Government of that other Contracting State, for the primary purpose of training, research, or study, shall be exempt from tax by that other Contracting State with respect to his income from personal

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services in respect of such training, research, or study performed in that other Contracting State in an aggregate amount not in excess of 10,000 United States dollars or its equivalent in Egyptian pounds.

(4) The benefits provided under Article 22 (Teachers) and paragraph (1) of this Article shall, when taken together, extend only for such period of time, not to exceed 5 taxable years from the date of arrival of the individual claiming such benefits, as may reasonably or customarily be required to effectuate the purpose of the visit, and for such additional period of time as is necessary to complete, as a full-time student, educational requirements as a candidate for a postgraduate or professional degree from a recognized educational institution. The benefits provided under Article 22 (Teachers) shall not be available to an individual if, during the immediately preceding period, such individual enjoyed the benefits of paragraph (1) of this Article.

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Article 24

INVESTMENT OR HOLDING COMPANIES

A corporation of one of the Contracting States deriving dividends, interest, royalties, or capital gains from sources within the other Contracting State shall not be entitled to the benefits of Articles 11 (Dividends), 12 (Interest), 13 (Royalties), or 14 (Capital Gains) if --

(a) By reason of special measures the tax imposed on such corporation by the first-mentioned Contracting State with respect to such dividends, interest, royalties, or capital gains is substantially less than the tax generally imposed by such Contracting State on corporate profits, and

(b) 25 percent or more of the capital of such corporation is held of record or is otherwise determined, after consultation between the competent authorities of the Contracting States, to be owned, directly or indirectly, by one or more persons who are not individual residents of the first-mentioned Contracting State (or, in the case of an Egyptian corporation, who are citizens of the United States).

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Article 25

RELIEF FROM DOUBLE TAXATION

Double taxation of income shall be avoided in the following manner:

(1) In accordance with the provisions and subject to the limitations of the law of the United States (as it may be amended from time to time without changing the general principle hereof), the United States shall allow to a citizen or resident of the United States as a credit against the United States tax the appropriate amount of taxes paid or accrued to Egypt and, in the case of a United States corporation owning at least 10 percent of the voting stock of an Egyptian corporation from which it receives dividends in any taxable year, shall allow credit for the appropriate amount of taxes paid or accrued to Egypt by the Egyptian corporation paying such dividends with respect to the profits out of which such dividends are paid. Such appropriate amount shall be based upon the amount of tax paid or accrued to Egypt, but the credit shall not exceed the limitations (for the purpose of limiting the credit to the United States tax on income from sources within Egypt or on income from sources outside of the United States) provided by United States law for the taxable year. For the purpose of applying the United States credit in relation to taxes paid or accrued to Egypt, the rules set forth in Article 4 (Source of Income) shall be applied to determine the source of income. For purposes of applying the United States credit in relation to taxes paid or accrued to Egypt, the taxes referred to in paragraphs (1)(b) and (2) of Article 1 (Taxes Covered) shall be considered to be income taxes.

(2) Egypt shall allow to a citizen or resident of Egypt as a credit against Egyptian tax the appropriate amount of income taxes paid or accrued to the United States and, in the case of an

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Egyptian corporation owning at least 10 percent of the voting stock of a United States corporation from which it receives dividends in any taxable year, shall allow credit for the appropriate amount of taxes paid or accrued to the United States by the United States corporation paying such dividends with respect to the profits out of which such dividends are paid. Such appropriate amount shall be based upon the amount of tax paid or accrued to the United States but shall not exceed that portion of Egyptian tax which such citizen's or resident's net income from sources within the United States bears to his entire net income for the same taxable year. For purpose of applying the Egyptian credit in relation to taxes paid or accrued to the United States, the rules set forth in Article 4 (Source of Income) shall be applied to determine the source of income.

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Article 26

NONDISCRIMINATION

(1) A citizen of one of the Contracting States who is a resident of the other Contracting State shall not be subject in that other Contracting State to more burdensome taxes than a citizen of that other Contracting State who is a resident thereof.

(2) A permanent establishment which a resident of one of the Contracting States has in the other Contracting State shall not be subject in that other Contracting State to more burdensome taxes than a resident of that other Contracting State carrying on the same activities. This paragraph shall not be construed as--

(a) Obliging a Contracting State to grant to individual residents of the other Contracting State any personal allowances, reliefs, or deductions for taxation purposes on account of civil status or family responsibilities which it grants to its own individual residents;

(b) Obliging Egypt to grant United States corporations the exemptions granted to Egyptian corporations by Articles 5 and 6 of Law 14 of 1939; or

(c) Affecting the application in Egypt of the first and second paragraphs of Article 11 and Article 11 bis of Law 14 of 1939.

(3) A corporation of one of the Contracting States, the capital of which is wholly or partly owned or controlled, directly or indirectly, by one or more residents of the other Contracting State, shall not be subjected in the first-mentioned

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Contracting State to any taxation or any requirement connected with taxation which is other or more burdensome than the taxation and requirements to which a corporation of the first-mentioned Contracting State carrying on the same activities, the capital of which is wholly owned or controlled by one or more residents of the first-mentioned Contracting State, is or may be subjected.

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Article 27

MUTUAL AGREEMENT PROCEDURE

(1) Where a resident or citizen of one of the Contracting States considers that the action of one or both of the Contracting States results or will result for him in taxation not in accordance with this Convention, he may, notwithstanding the remedies provided by the national laws of the Contracting States, present his case to the competent authority of the Contracting State of which he is a resident or citizen. Should the resident's or citizen's claim be considered to have merit by the competent authority of the Contracting State to which the claim is made, it shall endeavor to come to an agreement with the competent authority of the other Contracting State with a view to the avoidance of taxation not in accordance with the provisions of this Convention.

(2) The competent authorities of the Contracting States shall endeavor to resolve by mutual agreement any difficulties or doubts arising as to the application of this Convention. In particular, the competent authorities of the Contracting States may agree--

(a) To the same attribution of industrial or commercial profits to a resident of one of the Contracting States and its permanent establishment situated in the other Contracting State;

(b) To the same allocation of income, deductions, credits, or allowances between a resident of one of the Contracting States and any related person and to the readjustment of taxes imposed by each Contracting State to reflect such allocation;

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(c) To the same determination of the source of particular items of income; or

(d) To the same characterization of particular items of income.

(3) The competent authorities of the Contracting States may communicate with each other directly for the purpose of reaching an agreement in the sense of this Article. When it seems advisable for the purpose of reaching agreement, the competent authorities may meet together for an oral exchange of opinions.

(4) In the event that the competent authorities reach such an agreement, taxes shall be imposed on such income, and refund or credit of taxes shall be allowed, by the Contracting States in accordance with such agreement, notwithstanding any procedural rule (including statutes of limitations) applicable under the law of either Contracting State.

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Article 28

EXCHANGE OF INFORMATION

(1) The competent authorities shall exchange such information as is necessary for carrying out the provisions of this Convention or for the prevention of fraud or for the administration of statutory provisions concerning taxes to which this Convention applies provided the information is of a class that can be obtained under the laws and administrative practices of each Contracting State with respect to its own taxes.

(2) Any information so exchanged shall be treated as secret, except that such information may be--

(a) Disclosed to any person concerned with, or

(b) Made part of a public record with respect to,

the assessment, collection, or enforcement of, or litigation with respect to, the taxes to which this Convention applies.

(3) No information shall be exchanged which would be contrary to public policy.

(4) If specifically requested by the competent authority of a Contracting State, the competent authority of the other Contracting State shall provide information under this Article in the form of depositions of witnesses and copies of unedited original documents (including books, papers, statements, records, accounts, or writings), to the same extent such depositions and documents can be obtained under the laws and admdinistrative practices of each Contracting State with respect to its own taxes.

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(5) Depositions and evidence which may be furnished in accordance with this article shall not be withheld by reason of any doctrine of law under which international judicial assistance is not accorded in tax matters.

(6) The exchange of information shall be carried out promptly either on a routine basis or on request with reference to particular cases. The competent authorities of the Contracting States may agree on the list of information which shall be furnished on a routine basis.

Article 29

ASSISTANCE IN COLLECTION

(1) Each of the Contracting States shall endeavor to collect on behalf of the other Contracting State such taxes imposed by that other Contracting State as will ensure that any exemption or reduced rate of tax granted under this Convention by that other Contracting State shall not be enjoyed by persons not entitled to such benefits.

(2) In no case shall this Article be construed so as to impose upon a Contracting State the obligations to carry out measures at variance with the laws or administrative practices of either Contracting State with respect to the collection of its own taxes.

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Article 30

DIPLOMATIC AND CONSULAR OFFICERS

Nothing in this Convention shall affect the fiscal privileges of diplomatic and consular officials under the general rules of international law or under the provisions of special agreements.

Article 31

ENTRY INTO FORCE

This Convention shall be subject to ratification in accordance with the constitutional procedures of each Contracting State and instruments of ratification shall be exchanged at Washington as soon as possible. It shall enter into force 30 days after the date of exchange of instruments of ratification and shall then have effect for the first time:

(a) As respects the rate of withholding tax, to amounts paid on or after the first day of the second month following the date on which this Convention enters into force.

(b) As respects other taxes, to taxable years beginning on or after January 1 of the year following the date on which this Convention enters into force.

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Article 32

TERMINATION

(1) This Convention shall remain in force until terminated by one of the Contracting States. Either Contracting State may terminate the Convention at any time after 5 years from the date on which this Convention enters into force provided that at least 6 months prior notice of termination has been given through diplomatic channels. In such event, the Convention shall cease to have force and effect as respects income of calendar years or taxable years beginning (or, in the case of taxes payable at the source, payments made) on or after January 1 next following the expiration of the 6-month period.

(2) Notwithstanding the provisions of paragraph (1), and upon prior notice to be given through diplomatic channels, the provisions of this Convention exempting social security payments from taxation in the Contracting State which makes the payments may be terminated by either Contracting State at any time after this Convention enters into force.

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IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Convention.

DONE at Cairo, Egypt, in duplicate, this 24th day of August 1980.

Alfred L. Atherton, Jr.
American Ambassador

Abdel Razzak Abdel Meguid
Deputy Prime Minister
Arab Republic of Egypt

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SOCIALIST REPUBLIC OF ROMANIA

Cultural Relations: Exchanges for 1981–1982

Agreement signed at Bucharest May 21, 1981;
Entered into force May 21, 1981;
Effective January 1, 1981.

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PROGRAM OF COOPERATION AND EXCHANGES

between the Government of the United States of America and the Government of the Socialist Republic of Romania in Educational, Cultural, Scientific, Technological and other fields for the years 1981 and 1982

In order to carry out the Agreement between the Government of the United States of America and the Government of the Socialist Republic of Romania on Cooperation and Exchanges in the Cultural, Educational, Scientific and Technological Fields signed in Bucharest on December 13, 1974, and renewed for an additional five-year period in December, 1979,[1] and in the spirit of the Final Act of the Conference on Security and Cooperation in Europe, the Parties will make every effort to carry out the following Program for the years 1981 and 1982.

ARTICLE I: EDUCATION

1. The Parties will exchange annually:

a) graduate students or research scholars, up to a total of twenty participants from each side, for periods of three to ten months, up to a total of 100 participant-months on each side;

b) up to ten university lecturers from each side for periods of up to ten months for each participant in the language, literature, history, and civilization of the sending side or in other mutually acceptable fields;

c) up to six scholarly researchers, specialists or officials in the field of education or in other mutually acceptable fields, for visits of up to 30 days, for documentation, consultation and exchange of experience.

2. Nominations under Paragraphs 1. (a), (b) and (c) above may be in all fields, but the Parties will give special consideration to American and Romanian studies and will make every effort to achieve a balance between the pure and applied sciences, and the social sciences and humanities.

3. The Parties will encourage direct cooperation and the conclusion of arrangements between institutions of higher education and research, exchanges of persons, information, publications and materials in fields of specialization. Funding for these exchanges is to be determined according to the procedures in effect on each side.

[1] TIAS 8006, 9307; 26 UST 31; 30 UST 1965.

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4. The Parties will facilitate private educational exchanges of university lecturers, instructors and specialists including those in the social and political sciences, research scholars and students, for documentation, lecturing and exchange of experience. The arrangements and financial terms of such private exchanges will be determined directly by the participating institutions or organizations.

5. The Parties will facilitate the organizing of one bilateral symposium annually, proposals for which will be made through diplomatic channels. Such symposia may be in the fields of history, literature, culture and civilization, or in other fields. Four to six specialists from each country may participate for periods up to ten days.

6. The Parties will encourage exchanges between university libraries and other scholarly research centers of books, publications and documentary materials in the field of education.

7. The Parties will cooperate in the field of education by encouraging:

a) the exchange of information, textbooks, atlases, encyclopedias, reference books, and other documentary materials on the geography, history, economy and society of their respective countries for the purpose of developing mutual understanding and to improve the presentation and knowledge of each country in the other;

b) the exchange of articles for publication, specialized studies, books, periodicals, university textbooks, teaching plans and programs, as well as documentary materials, regarding the structure, content and organization of education in their countries;

c) the exchange of information on scholarly events in the field of education and instruction taking place in their countries with international participation.

8. The Parties will encourage mutual participation of students at all levels in scholarly, cultural, artistic, sports and touristic events organized in their countries. The arrangements and financial terms of such exchanges will be determined directly by the participating institutions or organizations.

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ARTICLE II: SCIENCE, TECHNOLOGY AND HEALTH

1. In order to carry out the provisions of Article III of the above mentioned Agreement, the Parties agree to take all appropriate measures to achieve the fulfillment of the following existing understandings and agreements:

a) The Memorandum of Understanding of September 20, 1971 between the Atomic Energy Commission of the United States of America and the State Committee for Nuclear Energy of the Socialist Republic of Romania, as extended by the letter of the Commission dated November 13, 1973 and the note of the Socialist Republic of Romania dated March 27, 1973. The Memorandum of Understanding will remain in force under the jurisdiction of the Department of Energy of the United States of America and the State Committee for Nuclear Energy of the Socialist Republic of Romania;

b) The Memorandum of Understanding Regarding Scientific Cooperation of November 1, 1969 between the National Academy of Sciences of the United States of America and the Academy of the Socialist Republic of Romania;

c) The Memorandum of Understanding of November 1, 1971 on Transportation Research Cooperation between the Department of Transportation of the United States of America and the Ministry of Transportation and Telecommunications of the Socialist Republic of Romania. During the period of validity of this Program, the Parties will exchange delegations of specialists in scientific areas of mutual interest under conditions to be agreed upon;

d) The Memorandum of Understanding dated February 27, 1979,[1] between the National Science Foundation of the United States of America and the National Council for Science and Technology of the Socialist Republic of Romania;

e) The Agreement for Exchanges of Professors, Scholars, and Researchers between the International Research and Exchanges Board of the United States of America and the National Council for Science and Technology of the Socialist Republic of Romania of June 22, 1973;

f) The Understanding between the Department of Health and Human Services (DHHS) of the United States of America, and the Ministry of Health of the Socialist Republic of Romania, contained in the DHHS's letters of December 14, 1972 and January 15, 1974, and the Ministry of Health's letters of March 22, 1973 and January 29, 1974.

[1] TIAS 9731; 32 UST 815.

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2. In connection with Paragraph 1 (f) above, the DHHS and the Ministry of Health will provide for the exchange of specialists for professional visits (specialization and exchange of experience) for up to 24 person-months for each side annually:

a) Short-term visits shall be considered as periods of at least 30 days, except in the case of groups, which may be for 2-3 weeks;

b) Long-term visits shall be considered as periods of at least 60 days, and not to exceed 180 days.

The Parties will also facilitate:

-- the exchange of information, publications and documentation in the fields of health care and medical research;

-- the exchange of published statistical data on epidemic diseases and the general state of health of the population of the two countries; and

-- collaboration between the National Institutes of Health of the DHHS of the United States of America and the Academy of Medical Sciences through the Ministry of Health of the Socialist Republic of Romania.

Details of the specific exchanges provided for under this Paragraph, including necessary administrative arrangements, as well as any new exchanges in the field of health or change in the person-month quota, shall be agreed upon directly between the DHHS and the Ministry of Health.

ARTICLE III: CULTURE

1. The Parties will encourage the exchange of musical, dance and theatrical groups and individual artists, either on a commercial or non-commercial basis. The American side will encourage American impresarios to accept Romanian performing arts groups and individual artists for concert tours and performances in the United States. The Romanian side will encourage the Romanian Agency for Artistic Management (ARIA) to accept American performing arts groups and individual artists for performances and concert tours in the Socialist Republic of Romania.

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2. The Parties will make every effort to receive annually up to seven cultural specialists in the plastic, literary, and performing arts for observation and consultations intended to expand cultural relations, as well as for lectures, where possible, on the artistic achievements, literature, culture, and civilization of the sending side. The visits may be for periods of up to thirty days each with the understanding that two of the specialists may be nominated annually for visits of up to sixty days.

3. The Parties will encourage their theater, dramatic and musical, and orchestra companies to develop direct contacts and to include, in their dramatic and musical repertories, works by playwrights and composers of the other country.

4. The Parties will encourage invitations to individual artists and representative performing arts groups, as well as theater and music specialists (performers, composers, critics) to participate in international festivals, competitions, theater, music and other artistic meetings to be held in their own countries.

5.The Parties will continue to encourage and further develop, subject to the legal requirements of each country, the exchange of books, publications and other printed, duplicated or recorded materials, between the Library of Congress and the Central State Library as well as between other libraries and research institutes of the United States and the Socialist Republic of Romania.

6. a) The Parties will continue to encourage, subject to the legal requirements of each country, including -- as necessary -- the consent of the holder of rights in any material mentioned herein, the translation and publication of scientific, scholarly, literary and other works of the authors of each country. The Parties will also encourage activities and exchanges, including co-publications and symposia, between publishers and translators of scientific, scholarly, and literary works of each country. Details of such exchanges, activities, and symposia will be proposed through diplomatic or other channels.

b) The Parties will encourage specialized journals and publications to publish articles, studies and reports related to the cultural and artistic life of the other country.

7. During the current program, the Parties will explore the possibility of organizing, on a mutual basis, one book exhibit to be shown in appropriate institutions of the other country.

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8. During the period of this program, the Parties will exchange visits by two writers on each side for a period of 30 days each in order to enhance mutual understanding in the field of literature and the development of contacts between writers and their professional associations. Each Party will also facilitate the extension of invitations to writers, literary critics and historians from the other country to participate in international conferences, seminars and symposia organized in its own country on literary themes (creative writing, literary history and criticism). The American side will also invite annually one Romanian writer to participate in an international writing program to be organized in the United States.

9. The Parties will facilitate visits and the organization in their countries of various cultural and scholarly programs, including lectures and symposia, to commemorate appropriate national anniversaries and celebrations of the other country.

10. The Parties agree to exchange one or two official exhibits during the period of the program. Each exhibit will be shown in centrally-located, easily accessible sites in three or four major cities including, when possible, the capital of the receiving side, for periods of three or four weeks in each city. The itinerary of the exhibit and the length of stay at each site may be modified by the agreement of both Parties. The themes of these exhibits may be in the fields of art, culture, education, history, science, or general information. The themes, dates, and itineraries of these exhibits will be proposed and determined through diplomatic channels.

During the period of this program, the American side will send to Romania the following exhibitions: the "American Museum" and the painting collection called "American Impressionists." The Romanian side, in turn, will send similar major exhibits.

The Parties will also encourage the exchange of documentary exhibits related to the history, culture, arts, and civilization of the sending side.

The exhibits of each country may also include other mutually acceptable activities such as lectures, symposia, the distribution of relevant literature, and other activities related to the theme of the exhibit. The exhibits may be accompanied by such personnel as the sending side deems necessary.

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11. The Parties will encourage other exchanges of exhibitions in the fields of science, education, architecture or other mutually acceptable fields, on the basis of arrangements made directly between interested institutions or organizations of the two countries.

12. The Parties will encourage the development of contacts and exchanges of art exhibits and artists' visits between the Union of Plastic Artists of the Socialist Republic of Romania and similar organizations or art galleries in the United States on the basis of arrangements made directly by those organizations.

13. The Parties will encourage museums of the two countries to expand direct contacts and to exchange exhibits of their own collections, of catalogues, informational material, art books and photographs, subject to the legal requirements of each country. Special emphasis will be given to the exchange of data and information on the conservation and restoration of art objects.

14. The Parties will encourage the participation, with works and individual artists, in international exhibits or seminars organized in their own countries.

15. The Parties will encourage the expansion of contacts and exchanges of photography exhibitions between the Association of Photographers of the Socialist Republic of Romania and similar organizations in the United States.

16. The Parties will seek to develop contacts and cooperation leading to scholarly research in various cultural and artistic fields, by facilitating the exchange of methodology, publications, and informational material between interested institutions and persons in their countries.

17. In order to expand cooperation in the film medium, the Parties will encourage:

a) the exchange of films for direct projection or on television on a commercial basis;

b) joint production of documentary and feature films and the exchange of cinematographic services or materials;

c) the exchange of mutually acceptable documentary and scientific films;

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d) the exchange of publications and information on film art, technology and distribution;

e) the development of direct relations between cinematographers associations and between film producers and directors of the two countries;

f) the participation of film specialists and showing of films at international film festivals or cinematographic meetings organized by each country;

g) the exchange of films and informational materials between the National Film Archives of the Socialist Republic of Romania and appropriate institututions in the United States of America, including the organization of retrospectives of archival films of each country; and

h) the sponsoring by appropriate organizations in each country of a film week devoted to the films of the other country. An exchange of visits of one or two film directors or artists may be arranged on such occasion.

18. The Parties will encourage the exchange of specialized informational material as well as microfilms or copies of documents (subject to payment) between the National Archives of the United States of America and the General Directorate of the State Archives of the Socialist Republic of Romania.

The Parties will, subject to the availability of funds, exchange persons for the purpose of doing archival research and gathering archival information for periods up to 90 days for each side.

ARTICLE IV: PRESS, RADIO, TELEVISION

1. The Parties will encourage exchanges of radio programs, of musical, cultural, science and feature films, as well as the exchange of specialists between American radio and television companies and Romanian radio and television.

2. The Parties will encourage and facilitate direct contacts and exchanges between appropriate press organizations of the two countries.

3. The Parties will exchange two journalists or publishers each, annually.

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ARTICLE V: GOVERNMENTAL, SOCIAL, PROFESSIONAL AND CIVIC EXCHANGES

1. The Parties will encourage exchanges between governmental officials at the national level and representatives of local authorities of the two countries for contacts and consultations in the specific areas of their activities. Details will be arranged through diplomatic channels.

2. The Parties will encourage exchanges of representatives of professional and non-governmental organizations. The decisions, implementing and financial conditions regarding these exchanges rest with the respective organizations.

3. The Parties will encourage the exchange of delegations of youth organizations in each country for visits of information and observation in order to reach a better understanding of the way of life, culture and youth activities in the other country. The Parties will also encourage tourist exchanges, on a mutual basis, between youth organizations of the two countries. The decisions, implementing and financial conditions regarding these exchanges rest with the respective organizations.

ARTICLE VI: SPORTS

The Parties will encourage the development of non-governmental exchanges in the field of sports, and exchanges of experience and information between sports organizations and institutes of physical education and sports of the two countries. The Parties also will encourage the participation of athletes from their countries in the important international sports competitions to be held in each country. The decisions, implementing and financial conditions regarding these exchanges rest with the respective organizations.

ARTICLE VII: GENERAL

1. The exchanges and visits provided for herein shall be subject to the constitutional requirements and applicable laws and regulations of the two countries. Within this framework, both

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Parties will promote favorable conditions for the fulfillment of these exchanges and visits in accordance with the provisions and objectives of the Agreement on Cooperation and Exchanges in the fields of Culture, Education, Science and Technology.

2. This Program does not preclude other exchanges and visits which may be arranged by interested organizations or individuals, it being understood that arrangements for additional exchanges and visits will be facilitated by prior agreement through diplomatic channels or between appropriate organizations.

3. The Parties agree to hold periodic meetings of their representatives to discuss the implementation of the Program. The implementation reviews will be held at times and places to be agreed upon through diplomatic channels.

4. The Program Year will begin on January 1 and end on December 31 of each year. However, for the purpose of the implementation of the provisions for the exchange of graduate students, researchers, and lecturers envisioned under paragraphs (a) and (b) Article I, Section 1, the Program Year will begin on September 1 of each year and end on August 31 of the following year. Therefore, this Program remains valid for participants under Article I (1) a and b until August 31, 1983, and, if extended pursuant to paragraph 5 below, until August 31, 1984.

5. This Program is valid from January 1, 1981, through December 31,1982. If the Parties have not negotiated a new Program Document in due time, the present Program will be extended by mutual consent for one year until December 31, 1983, and is subject to the provisions of Section 4 above.

DONE at Bucharest on May 21, 1981 in two originals in the English and Romanian languages, both equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

[1]

FOR THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF ROMANIA

[2]

[1] O. Rudolph Aggrey.
[2] Dumitru Anioiu.

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ANNEX

CONDITIONS FOR THE IMPLEMENTATION OF THE PROGRAM OF EXCHANGES FOR 1981 AND 1982

For the implementation of the exchanges and activities mentioned in the present Program of Exchanges, the Parties have agreed to the following conditions:

I. For educational exchanges under Article I, Section 1, paragraphs (a) and (b):

A. The academic year is 9-10 months in duration.

B. The sending side will bear the cost of round-trip travel of its participants between their homes and the capital of the receiving side.

C. The receiving side will:

1. provide the cost of internal round-trip transportation between the capital and the place of study;

2. provide the cost of all travel included in the program of study accepted by the receiving side for the participants under Article I, Section 1 (a) at the time the participant was approved;

3. assure adequate housing suitable for the participants and their accompanying family members;

4. provide the cost of tuition and fees for academic study and research for each participant;

5. provide an annual book allowance for participants under Article I, Section 1 (a) in the amount of 2000 lei for American participants and $300 for Romanian participants, to be paid with the first monthly stipend;

6. provide the cost of medical and hospital insurance coverage in case of serious illness or accident according to regulations and procedures in force in both countries; and

7. provide a monthly stipend to participants in the following amounts:

a) graduate students -- from $410 to $525 (depending on location) for Romanian participants; 2600 lei for American participants;

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b) research scholars -- from $1200 to $1350 (depending on location) for Romanian participants; 4500 lei for American participants;

c) lecturers -- from $1200 to $1350 (depending on location) for Romanian participants; 4500 lei for American participants;

d) stipends for graduate students and research scholars will be paid according to the category in which their nominations are proposed and accepted;

e) stipend payments will begin according to procedures in effect on both sides and will be made thereafter at regular monthly intervals.

D. In order to facilitate travel within Romania by American participants and their families, the Ministry of Education of the Socialist Republic of Romania will discuss further with the Ministry of Tourism and Sport the possibility of authorizing participants and their accompanying dependents to pay for hotel accommodations at domestic rates.

E. All participants will be given access to appropriate documentation sources and to academic and scientific materials necessary to carry out the program of study and research agreed to by the receiving side at the time of acceptance and in accordance with the regulations in force in each country.

F. Spouses and/or family members may accompany or visit the participants, but their travel costs and all other costs (except as otherwise specified) will be the responsibility of the participants of the sending side.

G. The sending side will submit nominations containing personal and academic data as well as complete information on the proposed academic activity as early as possible but not later than the end of April, for the following academic year.

H. The receiving side reserves the right to determine the acceptance and placement of the candidates and will inform the sending side of its decision as early as possible but not later than May 25.

II. The Parties agree to the following conditions for visits under paragraphs I (1) c, I (5), III (2), III (8), IV (3):

A. The sending side will bear the cost of round-trip travel between the two capital cities. The receiving side will bear the cost of all internal travel for the participants necessary for the fulfillment of their approved programs.

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B. For visits of up to 30 days, the two sides will provide:

--in the United States, $72 per day;
--in Romania, 150 lei per day plus hotel or other suitable accommodations.

C. For visits of 30-60 days, the two sides will provide:

--in the United States, at least $60 per day;
--in Romania, at least 130 lei per day plus hotel or other suitable accommodations.

D. The receiving side will provide short-term visitors with an allowance for cultural and educational materials of 200 lei for American participants and $110 for Romanian participants. For specialists in the performing arts (theater, music, ballet, film, etc.) the receiving side will facilitate access to cultural performances, concerts and films necessary to their programs.

E. When necessary, the receiving side will provide escort-interpreters for short-term visitors of up to 30 days.

III. The expenses required by the exchange of exhibits as mentioned in Article III, paragraph 10, will be shared as follows:

A. the sending side will pay the expenses of the international transportation of the exhibition, insurance of the exhibition, the printing of the exhibition catalogues and posters, as well as the preparation of any other support materials published in connection with the exhibit themes. The sending side will provide to the receiving side an insurance certificate to show the amount and method of insurance coverage.

B. The receiving side will provide, without cost to the sending side, the following: rent-free sites; guards for the exhibition; electricity, heat, water and such similar services necessary during the mounting, showing, dismantling, and packing of the exhibition; in cooperation with the sending side, the sending of invitations to the exhibit opening to officials and representatives of the press, radio and TV; adequate publicity for the exhibit before and during its showing; and a liaison officer to facilitate all aspects of the exhibition.

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C. All costs not included in paragraph B above will be the responsibility of the sending side. At the request of the Romanian side, the U.S. side will allow the costs under this paragraph (C), including the cost of the internal transportation of the U.S. exhibit and such other services as are specifically requested by the American side, to be paid in Romania by the Romanian sponsoring organization. Upon presentation of an itemized statement listing these transportation costs and other costs for services requested, the U.S. side will reimburse the Embassy of the Socialist Republic of Romania in Washington, D.C., the dollar equivalent of this lei sum. The Parties agree that it is the intention of this arrangement that these funds remitted to the Embassy of Romania shall be used to defray the internal costs of the Romanian exhibit program in the United States.

D. If an expert accompanies the exhibit, either as curator or as exhibit director, the sending side will bear the costs of international transportation, and the receiving side will bear the costs of internal transportation, and lodging and meals for up to 14 days at each exhibition site, in accordance with the provisions of Article II (B) of the Annex unless there is a different understanding arrived at through diplomatic channels.

E. The conditions for carrying out the other exhibit exchanges (documentary and art) pursuant to Article III (10) will be settled through diplomatic channels.

F. The sending side will pay all costs for additional personnel who accompany its exhibit in the other country.

IV. The financial terms for performing arts tours are to be established either through impresarios or through diplomatic channels.

V. Both Parties will grant visas free of charge and in the most expeditious manner to participants in the Program of Cooperation and Exchanges as well as to family members who may accompany them or join them later for the approved period of the participant's stay in the other country.

VI. The Parties agree that in cases where other direct arrangements have been established between American and Romanian organizations and institutions, those other arrangements shall apply to their activities except when it is specified that exchanges will be carried out on the basis of the conditions established herein.

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VII. The conditions for the implementation of the Program of Cooperation and Exchanges may be amended only by agreement between the Parties.

VIII. This Annex dealing with conditions for the implementation of the Program of Cooperation and Exchanges for the years 1981 and 1982 is an integral part of that document.

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PROGRAM DE COOPERARE SI SCHIMBURI

între Guvernul Statelor Unite ale Americii şi Guvernul Republicii Socialiste România în domeniul educaţiei, culturii, ştiinţei, tehnologiei şi în alte domenii pe anii 1981 şi 1982

In vederea punerii în aplicare a Acordului dintre Guvernul Statelor Unite ale Americii şi Guvernul Republicii Socialiste România,privind cooperarea şi schimburile în domeniile culturii, învăţământului, ştiinţei şi tehnologiei, semnat la Bucureşti la 13 decembrie 1974 şi reînnoit în decembrie 1979 pentru o nouă perioadă de 5 ani şi în spiritul Actului final al Conferinţei pentru securitate şi cooperare în Europa, Părţile vor depune toate eforturile pentru realizarea următorului Program pentru anii 1981 şi 1982:

ARTICOLUL I: INVATAMINT

1. Părţile vor proceda la următoarele schimburi anual:

a) absolvenţi universitari sau cercetători cu experienţă, pînă la un număr total de 20 participanţi de fiecare parte, pe perioade între 3 şi 10 luni, pînă la un total de 100 luni-persoană de fiecare parte;

b) pînă la 10 lectori universitari de fiecare parte, pe perioade de pînă la 10 luni pentru fiecare participant, pentru cursuri de limba, literatura, istoria şi civilizaţia Părţii trimiţătoare sau în alte domenii reciproc acceptabile;

c) pînă la 6 cercetători cu experienţă, specialişti sau persoane oficiale din domeniul învăţământului sau din alte domenii reciproc acceptabile, pentru vizite de pînă la 30 zile, pentru documentare, consultare şi schimb de experienţă.

2. Nominalizările în cadrul paragrafelor 1.a,b şi c se pot face în toate domeniile, dar Părţile vor acorda o atenţie deosebită studiilor româneşti şi americane şi vor depune toate eforturile pentru a realiza un echilibru între ştiinţele pure şi aplicate şi ştiinţele sociale şi umanistice.

3. Părţile vor încuraja colaborarea directă şi încheierea de înţelegeri între instituţii de învăţământ superior şi cercetare, schimburile de persoane, informaţii, publicaţii şi materiale din domenii de specialitate. Cheltuielile pentru realizarea acestor schimburi vor fi stabilite în conformitate cu procedurile în vigoare ale fiecărei Părţi.

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4. Părţile vor facilita schimburi pe cont propriu de cadre didactice şi specialişti, inclusiv în ştiinţele sociale şi politice, cercetători şi studenţi, pentru documentare, conferinţe şi schimb de experienţă. Înţelegerile şi condiţiile financiare ale acestor schimburi pe cont propriu vor fi stabilite direct de către instituţiile sau organizaţiile participante.

5. Părţile vor facilita organizarea anuală a unui simpozion bilateral, pentru care se vor face propuneri pe canale diplomatice. Astfel de simpozioane pot fi în domeniile istoriei, literaturii, culturii şi civilizaţiei sau în alte domenii. Pot participa 4 pînă la 6 specialişti din fiecare ţară, pe perioade de pînă la 10 zile.

6. Părţile vor încuraja schimburile de cărţi, publicaţii şi materiale documentare din domeniul învăţămîntului între bibliotecile universitare şi alte centre de cercetare ştiinţifică.

7. Părţile vor colabora în domeniul învăţămîntului încurajînd:

a) schimbul de informaţii, manuale, atlase, enciclopedii, lucrări de referinţă şi alte materiale documentare asupra geografiei, istoriei, economiei şi vieţii sociale a ţărilor respective, în scopul dezvoltării înţelegerii reciproce şi îmbunătăţirii prezentării şi cunoaşterii fiecărei ţări în cealaltă ţară;

b) schimbul de articole pentru publicare, studii de specialitate, cărţi, periodice, cursuri universitare, planuri şi programe de învăţămînt, ca şi materiale documentare privind structura, conţinutul şi organizarea învăţămîntului din ţările lor;

c) schimbul de informaţii asupra evenimentelor ştiinţifice în domeniul educaţiei şi învăţămîntului, care au loc în ţările lor, cu participare internaţională.

8. Părţile vor încuraja participarea reciprocă a elevilor şi studenţilor la manifestări ştiinţifice, culturale, artistice, sportive şi turistice organizate în ţările lor. Înţelegerile şi condiţiile financiare privind aceste schimburi vor fi stabilite direct de către instituţiile sau organizaţiile participante.

ARTICOLUL II: STIINTA, TEHNOLOGIE SI SANATATE

1. In vederea aplicării prevederilor Articolului III din Acordul sus menţionat, Părţile sînt de acord să ia toate măsurile corespunzătoare pentru a se realiza îndeplinirea următoarelor aranjamente şi înţelegeri existente:

a) Memorandumul Înţelegerii din 20 septembrie 1971 dintre Comisia pentru Energie Atomică a Statelor Unite ale Americii şi Comitetul de Stat pentru Energia Nucleară din Republica Socialistă România, extins prin Nota Republicii Socialiste România din 27 martie 1973 şi scrisoarea Comisiei din 13 noiembrie 1973. Memorandumul Înţelegerii va rămîne în vigoare, iar aplicarea lui va fi de competenţa Departamentului Energiei al Statelor Unite ale Americii şi Comitetului de Stat pentru Energia Nucleară al Republicii Socialiste România;

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b) Memorandumul Înţelegerii din 1 noiembrie 1969 privind cooperarea ştiinţifică dintre Academia Naţională de Ştiinţe a Statelor Unite ale Americii şi Academia Republicii Socialiste România;

c) Memorandumul Înţelegerii din 1 noiembrie 1971 privind cooperarea în cercetările din domeniul transporturilor dintre Departamentul Transporturilor din Statele Unite ale Americii şi Ministerul Transporturilor şi Telecomunicaţiilor din Republica Socialistă România. Părţile vor efectua, în perioada valabilităţii Programului, schimburi de delegaţii de specialişti în probleme ştiinţifice de interes reciproc, în condiţiile ce vor fi convenite ulterior;

d) Memorandumul Înţelegerii din 27 februarie 1979 dintre Fundaţia Naţională de Ştiinţe din Statele Unite ale Americii şi Consiliul Naţional pentru Stiinţă şi Tehnologie din Republica Socialistă România;

e) Aranjamentul de schimburi de profesori, oameni de ştiinţă şi cercetători ştiinţifici dintre Comitetul pentru Cercetare şi Schimburi Internaţionale (IREX) din Statele Unite ale Americii şi Consiliul Naţional pentru Stiinţă şi Tehnologie al Republicii Socialiste România, semnat la 22 iunie 1973;

f) Înţelegerea dintre Departamentul Sănătăţii şi Prevederilor Sociale (DHHS) din Statele Unite ale Americii şi Ministerul Sănătăţii din Republica Socialistă România, cuprinsă în scrisorile din 14 decembrie 1972 şi 15 ianuarie 1974 ale Departamentului Sănătăţii şi Prevederilor Sociale din Statele Unite ale Americii şi în scrisorile din 22 martie 1973 şi 29 ianuarie 1974 ale Ministerului Sănătăţii al Republicii Socialiste România.

2. In legătură cu paragraful 1 (f) din acest articol, Departamentul Sănătăţii şi Prevederilor Sociale şi Ministerul Sănătăţii vor acorda pentru schimburile de specialişti pentru vizite profesionale (specializare şi schimb de experienţă) un volum anual de pînă la 24 luni/persoană, de fiecare Parte:

a) vizitele de scurtă durată vor fi considerate cele pentru perioade de cel puţin 30 zile, exceptînd cazul grupurilor care pot fi pe o durată de 2-3 săptămîni;

b) vizitele de lungă durată vor fi considerate cele pe perioade de minimum 60 zile şi care nu depăşesc 180 zile.

Părţile vor facilita, de asemenea:

- schimbul de informaţii, publicaţii şi documentaţii în domeniile ocrotirii sănătăţii şi cercetării ştiinţifice medicale;

- schimbul de date statistice publice cu privire la bolile epidemice şi la starea generală de sănătate a populaţiei din cele două ţări;

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- colaborarea dintre Institutele Naţionale de Sănătate ale Departamentului Sănătăţii şi Prevederilor Sociale din Statele Unite ale Americii şi Academia de Stiinţe Medicale prin Ministerul Sănătăţii al Republicii Socialiste România.

Detaliile privind schimburile specifice prevăzute de acest paragraf, inclusiv aranjamentele administrative necesare, ca şi orice noi schimburi în domeniul sănătăţii sau modificare a volumului de luni/persoană vor fi convenite direct între Departamentul Sănătăţii şi Prevederilor Sociale şi Ministerul Sănătăţii.

ARTICOLUL III: CULTURA

1. Părţile vor încuraja schimbul de formaţii muzicale, de dans, teatru, precum şi de artişti individuali, pe baze impresariale sau necomerciale. Partea americană va încuraja impresarii americani să accepte formaţii artistice şi artişti individuali români pentru turnee de concerte şi spectacole în Statele Unite. Partea română va încuraja Agenţia Română de Impresariat Artistic (ARIA) să accepte formaţii artistice şi artişti individuali americani pentru turnee de spectacole şi concerte în Republica Socialistă România.

2. Părţile vor depune toate eforturile de a primi anual pînă la şapte specialişti în domeniile artelor plastice, artelor literare şi spectacolelor artistice pentru documentare şi consultaţii cu scopul de a dezvolta relaţiile culturale, precum şi pentru conferinţe, unde va fi posibil, despre creaţiile artistice, literatura, cultura şi civilizaţia Părţii trimiţătoare. Vizitele pot fi pentru perioade de pînă la 30 zile fiecare, cu înţelegerea că doi dintre specialişti pot fi numiţi în fiecare an pentru vizite pînă la 60 zile.

3. Părţile vor încuraja teatrele lor dramatice şi muzicale, precum şi orchestrele să dezvolte contacte directe şi să includă în repertoriile lor dramatice şi muzicale lucrări de dramaturgi şi compozitori din cealaltă ţară.

4. Părţile vor încuraja invitarea unor artişti individuali şi grupuri artistice reprezentative, precum şi a unor oameni de teatru şi muzică (interpreţi, compozitori, critici) pentru a participa la festivalurile internaţionale, concursurile, reuniunile de teatru, muzică şi alte întîlniri artistice care vor avea loc în propriile lor ţări.

5. Părţile vor continua să încurajeze şi să dezvolte pe mai departe, cu condiţia îndeplinirii cerinţelor legale ale fiecărei ţări, schimbul de cărţi, publicaţii şi alte materiale tipărite, multiplicate sau înregistrate între Biblioteca Congresului şi Biblioteca Centrală de Stat, precum şi între alte biblioteci şi alte institute de cercetare ale Statelor Unite şi Republicii Socialiste România.

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6. a) Părţile vor continua să încurajeze, cu condiţia îndeplinirii cerinţelor legale ale fiecărei ţări, inclusiv - dacă este necesar - consimţămîntul deţinătorilor de drepturi asupra oricărui material menţionat în prezentul document, traducerea şi publicarea unor lucrări ştiinţifice, academice şi literare, precum şi alte opere ale autorilor din fiecare ţară. Părţile vor încuraja, de asemenea, activităţile şi schimburile, inclusiv coeditările şi simpozioanele, dintre editorii şi traducătorii de lucrări ştiinţifice, academice şi literare din fiecare ţară. Detaliile unor astfel de schimburi, activităţi şi simpozioane vor fi propuse pe cale diplomatică sau alte canale.

b) Părţile vor încuraja revistele şi publicaţiile de specialitate să publice articole, studii şi reportaje cu privire la viaţa culturală şi artistică din cealaltă ţară.

7. In perioada de valabilitate a prezentului Program, Părţile vor explora posibilităţile de a organiza, pe bază de reciprocitate, o expoziţie de carte care să fie expusă în instituţiile corespunzătoare ale celeilalte ţări.

8. In perioada valabilităţii acestui Program, Părţile vor face schimb de vizite a cîte doi scriitori de fiecare Parte, pentru o perioadă de 30 zile fiecare, în vederea intensificării înţelegerii reciproce în domeniul literaturii şi dezvoltării contactelor dintre scriitori şi asociaţiile lor profesionale. Fiecare Parte va facilita, de asemenea, invitarea unor scriitori, critici şi istorici literari din cealaltă ţară să participe la conferinţe internaţionale, seminarii şi simpozioane organizate în propria lor ţară pe teme literare (creaţie, istorie şi critică literară). Partea americană va invita, de asemenea, anual, un scriitor român să participe la un program internaţional al scriitorilor ce va fi organizat în Statele Unite ale Americii.

9. Părţile vor facilita vizite şi organizarea în ţările lor a unor programe culturale şi academice diverse, inclusiv conferinţe şi simpozioane, pentru comemorarea şi celebrarea unor aniversări naţionale corespunzătoare celeilalte ţări.

10. Părţile sînt de acord să facă schimb de una sau două expoziţii oficiale pe perioada Programului. Fiecare expoziţie va fi prezentată în locuri centrale accesibile, în trei sau patru oraşe importante, inclusiv, pe cît posibil, în capitala Părţii primitoare, pentru o perioadă de 3-4 săptămîni în fiecare oraş. Itinerarul expoziţiei şi durata ei în fiecare loc pot fi modificate prin acordul celor două Părţi. Tematicile acestor expoziţii pot fi din domeniile artei, culturii, educaţiei, istoriei, ştiinţei sau de informare generală.Temele, datele şi itinerariile acestor expoziţii vor fi propuse şi stabilite pe canale diplomatice.

In perioada valabilităţii acestui Program, Partea americană va trimite în România următoarele expoziţii: "Muzeul american" şi colecţia de pictură intitulată "Impresioniştii americani". Partea română, la rîndul ei, va trimite expoziţii de importanţă similară.

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Părţile vor încuraja, de asemenea, schimbul de expoziţii documentare referitoare la istoria, cultura, arta şi civilizaţia Părţii trimiţătoare.

Expoziţiile fiecărei ţări pot, de asemenea, cuprinde şi alte activităţi reciproc acceptabile, cum ar fi: conferinţe,simpozioane, distribuirea de literatură adecvată şi alte activităţi referitoare la tema expoziţiei. Expoziţiile pot fi însoţite de personalul pe care Partea trimiţătoare îl consideră necesar.

11. Părţile vor încuraja alte schimburi de expoziţii din domeniile ştiinţei, educaţiei, arhitecturii sau alte domenii reciproc acceptabile, pe baza aranjamentelor convenite direct între instituţiile interesate sau organizaţiile celor două ţări.

12. Părţile vor încuraja dezvoltarea contactelor şi schimburilor de expoziţii de artă şi de vizite ale unor artişti plastici între Uniunea Artiştilor Plastici din Republica Socialistă România şi organizaţii similare sau galerii de artă din Statele Unite ale Americii, pe baza unor aranjamente stabilite direct de aceste organizaţii.

13. Părţile vor încuraja muzeele din cele două ţări să lărgească contactele directe şi să facă schimb de expoziţii din colecţiile lor, de cataloage, materiale documentare, cărţi de artă şi fotografii, cu condiţia respectării reglementărilor legale din fiecare ţară. O atenţie deosebită va fi acordată schimbului de date şi informaţii cu privire la conservarea şi restaurarea obiectelor de artă.

14. Părţile vor încuraja participarea cu lucrări şi artişti individuali la expoziţii internaţionale sau seminarii organizate în propriile ţări.

15. Părţile vor încuraja lărgirea contactelor şi schimburilor de expoziţii de fotografii între Asociaţia Artiştilor Fotografi din România şi organizaţii similare din Statele Unite ale Americii.

16. Părţile vor urmări dezvoltarea contactelor şi colaborării, în scopul efectuării de cercetări ştiinţifice în diferite domenii culturale şi artistice, facilitînd schimbul de metodologie, publicaţii şi materiale documentare între instituţiile şi persoanele interesate din ţările lor.

17. In vederea lărgirii colaborării în domeniul cinematografiei, Părţile vor încuraja:

a) schimbul de filme pentru proiectare directă sau la televiziune, pe bază comercială;

b) cooperarea în producţia de filme documentare şi artistice şi schimbul de servicii sau materiale cinematografice;

c) schimbul de filme documentare şi ştiinţifice reciproc acceptabile;

d) schimbul de publicaţii şi informaţii asupra artei, tehnologiei şi distribuţiei filmului;

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e) dezvoltarea relaţiilor directe între asociaţiile de cineaşti şi între producătorii şi regizorii de film din cele două ţări;

f) participarea specialiştilor în domeniul cinematografiei şi prezentarea de filme la festivaluri internaţionale de film sau la întîlniri cinematografice organizate de fiecare ţară;

g) schimbul de filme şi materiale documentare între Arhiva Naţională de Film din Republica Socialistă România şi instituţiile corespunzătoare din Statele Unite ale Americii, inclusiv organizarea de retrospective ale filmelor din arhiva fiecărei ţări;

h) organizarea de către instituţiile corespunzătoare din fiecare ţară a unei săptămîni a filmului dedicată filmelor din cealaltă ţară. Cu aceste ocazii poate fi organizat un schimb de vizite ale unuia sau doi regizori sau actori de film.

18. Părţile vor încuraja schimbul de materiale documentare de specialitate, ca şi de microfilme sau fotocopii de documente (contra plată) între Arhivele Naţionale ale Statelor Unite ale Americii şi Direcţia Generală a Arhivelor Statului din Republica Socialistă România.

Părţile vor face schimb de persoane, cu condiţia disponibilităţii fondurilor, în scopul efectuării de cercetări în arhive şi a culegerii de informaţii arhivistice, pe perioade de pînă la 90 zile de fiecare Parte.

ARTICOLUL IV: PRESA, RADIO, TELEVIZIUNE

1. Părţile vor încuraja schimburile de programe radio, de filme muzicale, culturale, ştiinţifice şi artistice, precum şi schimbul de specialişti între companiile de radioteleviziune americane şi Radioteleviziunea Română.

2. Părţile vor încuraja şi facilita contactele directe şi schimburile între organizaţiile corespunzătoare de presă din cele două ţări.

3. Părţile vor schimba anual cîte 2 ziarişti sau redactori fiecare.

ARTICOLUL V: SCHIMBURI INTRE ORGANISME GUVERNAMENTALE, SOCIALE, PROFESIONALE SI OBSTESTI

1. Părţile vor încuraja schimburi între oficialităţi guvernamentale la nivel naţional şi reprezentanţi ai autorităţilor locale ale celor două ţări, pentru contacte şi consultări în domeniile specifice ale activităţii lor. Detaliile vor fi stabilite pe căi diplomatice.

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2. Părţile vor încuraja schimburi de reprezentanţi ai unor organizaţii profesionale şi obşteşti. Deciziile, condiţiile de realizare şi finanţare ale acestor schimburi sînt de competenţa organizaţiilor respective.

3. Părţile vor încuraja schimbul de delegaţii ale organizaţiilor de tineret din fiecare ţară, pentru vizite de informare şi documentare, în scopul unei mai bune înţelegeri a modului de viaţă, a culturii şi activităţii tineretului din cealaltă ţară. Părţile vor încuraja, de asemenea, schimburile turistice, pe bază de reciprocitate, între organizaţiile de tineret ale celor două ţări. Deciziile, condiţiile de realizare şi finanţare privind aceste schimburi sînt de competenţa organizaţiilor respective.

ARTICOLUL VI: SPORT

Părţile vor încuraja dezvoltarea schimburilor neguvernamentale în domeniul sportului, al schimburilor de experienţă şi informaţii între organizaţii sportive şi institute de educaţie fizică şi sport ale celor două ţări. Părţile vor încuraja, de asemenea, participarea sportivilor din ţările lor la competiţii sportive internaţionale importante, care vor avea loc în cealaltă ţară. Deciziile, condiţiile de realizare şi finanţare ale acestor schimburi cad în sarcina organizaţiilor respective.

ARTICOLUL VII:PREVEDERI GENERALE

1. Schimburile şi vizitele prevăzute în acest Program se vor efectua conform normelor constituţionale, legilor şi reglementărilor în vigoare din cele două ţări. In acest cadru, Părţile vor asigura condiţii favorabile pentru efectuarea acestor schimburi şi vizite, în conformitate cu prevederile şi obiectivele Acordului de cooperare şi schimburi în domeniile culturii, învăţămîntului, ştiinţei şi tehnologiei.

2. Acest Program nu exclude alte schimburi şi vizite care vor putea fi stabilite între organizaţii sau persoane interesate, înţelegîndu-se că aranjamentele pentru schimburi şi vizite suplimentare vor fi facilitate prin înţelegeri prealabile pe cale diplomatică sau între organizaţiile corespunzătoare.

3. Părţile sînt de acord să ţină întîlniri periodice ale reprezentanţilor lor, pentru a discuta aplicarea acestui Program. Examinarea acestei aplicări se va ţine la date şi locuri care vor fi convenite pe canale diplomatice.

4. Anul de realizare a Programului va începe la 1 ianuarie şi se va termina la 31 decembrie al fiecărui an. Cu toate acestea, în scopul aplicării prevederilor pentru schimbul de absolvenţi universitari, cercetători şi lectori de la Articolul I (1) a şi b, anul de realizare a Programului va începe la 1 septembrie al fiecărui an şi se va termina la 31 august al anului următor.

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Prin urmare, acest Program rămîne valabil pentru participanţii de la Articolul I (1) a şi b pînă la 31 august 1983 şi, în cazul în care va fi prelungit conform paragrafului 5 de mai jos, pînă la 31 august 1984.

5. Acest Program este valabil de la 1 ianuarie 1981 pînă la 31 decembrie 1982. Dacă Părţile nu au negociat un nou Program, în timp util, prezentul Program va fi prelungit, de comun acord, cu încă un an, pînă la 31 decembrie 1983, cu respectarea prevederilor cuprinse în paragraful 4 sus-menţionat.

INCHEIAT la Bucureşti, la 21 mai 1981, în două exemplare originale, în limbile engleză şi română, ambele fiind în mod egal autentice.

P E N T R U
GUVERNUL STATELOR UNITE ALE AMERICII

P E N T R U
GUVERNUL REPUBLICII SOCIALISTE ROMANIA

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A N E X A

Condiţii pentru aplicarea Programului
de schimburi pentru 1981 şi 1982

Pentru efectuarea schimburilor şi activităţilor menţionate în prezentul Program de schimburi, Părţile au convenit următoarele condiţii :

I. Pentru schimburile în domeniul învăţământului, Articolul I (1) a şi b:

A. Anul universitar are o durată de 9-10 luni.

B. Partea trimiţătoare va suporta costul transportului dus-întors al participanţilor săi între domiciliu şi capitala Părţii primitoare.

C. Partea primitoare :

1. va suporta costul transportului intern dus-întors pentru fiecare participant între capitală şi locul de studii;

2. va suporta pentru participanţii la Articolul I (1) a. costul tuturor călătoriilor incluse în programul de studii acceptat de Partea primitoare, la data la care participantul a fost acceptat;

3. va asigura locuinţă corespunzătoare, adecvată pentru participanţi şi membrii de familie care îi însoţesc;

4. va suporta costul taxelor de şcolarizare şi al altor taxe pentru studii universitare şi cercetare pentru fiecare participant;

5. va plăti o alocaţie anuală pentru cărţi pentru participanţii din cadrul Articolului I (1) a, în sumă de 300 $ pentru participanţii români şi 2.000 lei pentru participanţii americani, care va fi plătită odată cu plata primei alocaţii lunare;

6. va suporta costul cheltuielilor medicale sau al spitalizării în caz de îmbolnăvire gravă sau accidente în conformitate cu reglementările şi prevederile în vigoare din cele două ţări;

7. va plăti participanţilor următoarele alocaţii lunare:

a) absolvenţi universitari - 2.600 lei pentru participanţii americani; de la 410 $ la 525 $ (în funcţie de localitate) pentru participanţii români;

b) cercetători cu experienţă - 4.500 lei pentru participanţii americani; de la 1.200 $ la 1350 $ (în funcţie de localitate) pentru participanţii români;

c) lectori - 4.500 lei pentru participanţii americani; de la 1.200 $ la 1.350 $ (în funcţie de localitate) pentru participanţii români;

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d) alocaţiile pentru absolvenţii universitari şi cercetători cu experienţă vor fi acordate în conformitate cu categoria în care nominalizarea participanţilor a fost propusă şi acceptată;

e) plata primei alocaţii va fi făcută conform procedurilor în vigoare în fiecare ţară, iar următoarele plăţi vor fi făcute la intervale regulate de o lună.

D. In vederea facilitării călătoriei pe teritoriul României a participanţilor americani şi familiilor lor, Ministerul Educaţiei şi Invăţămîntului al Republicii Socialiste România va discuta în continuare cu Ministerul Turismului posibilitatea autorizării participanţilor şi membrilor lor de familie să plătească hotelul la nivelul tarifelor pentru autohtoni.

E. Tuturor participanţilor li se va asigura accesul la sursele documentare corespunzătoare şi la materialele academice şi ştiinţifice necesare îndeplinirii programului de studiu şi cercetare, convenit cu Partea primitoare la data la care a fost acceptat, în conformitate cu reglementările în vigoare din fiecare ţară.

F. Soţiile şi/sau membrii de familie pot însoţi sau vizita pe participanţi, dar costul călătoriei lor şi toate celelalte cheltuieli (cu excepţia celor specificate altfel) vor fi în obligaţia participanţilor Părţii trimiţătoare.

G. Partea trimiţătoare va înainta formularele de candidatură conţinînd datele biografice şi de studii precum şi documentaţia completă cu privire la activitatea academică propusă, cît mai curînd posibil, dar nu mai tîrziu de sfîrşitul lunii aprilie pentru următorul an universitar.

H. Partea primitoare îşi rezervă dreptul de a hotărî acceptarea şi repartizarea candidaţilor şi va informa Partea trimiţătoare asupra deciziei sale cît mai curînd posibil, dar nu mai tîrziu de 25 mai.

II. Părţile au convenit următoarele condiţii pentru realizarea vizitelor prevăzute la Articolele I (1) c, I (5), III (2), III (8), IV (3) :

A. Partea trimiţătoare va suporta transportul dus-întors între cele două capitale.
Partea primitoare va suporta toate cheltuielile de deplasare internă a participanţilor, necesare realizării programului aprobat.

B. Pentru vizitele de pînă la 30 de zile, Părţile vor asigura :

- în Statele Unite ale Americii 72 dolari pe zi;
- în România 150 lei pe zi şi hotel sau altă cazare corespunzătoare.

C. Pentru vizitele cuprinse între 30-60 zile, Părţile vor asigura:

- în Statele Unite ale Americii cel puţin 60 dolari pe zi;
- în România cel puţin 130 lei pe zi şi hotel sau altă cazare corespunzătoare.

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D. Partea primitoare va asigura specialiştilor care efectuează vizite de scurtă durată o alocaţie pentru materiale culturale şi documentare în valoare de 200 lei, pentru participanţii americani şi 110 dolari pentru participanţii români.

Pentru specialiştii din domeniul artelor interpretative (teatru, muzică, balet, film etc.), Partea primitoare va facilita accesul la spectacole, concerte, filme necesare efectuării programului vizitei.

E. Atunci cînd este necesar, Partea primitoare va asigura un interpret însoţitor pentru vizite de scurtă durată de pînă la 30 zile.

III. Cheltuielile cerute de schimbul de expoziţii menţionate la Articolul III, paragraful 10, vor fi suportate după cum urmează:

A. Partea trimiţătoare va suporta costul transportului internaţional al expoziţiei, asigurarea expoziţiei, cheltuielile pentru tipărirea catalogului şi afişelor, precum şi pregătirea oricărui alt material publicitar în legătură cu tema expoziţiei. Partea trimiţătoare va transmite Părţii primitoare un certificat de asigurare din care să reiasă suma şi modul de acoperire al asigurării.

B. Partea primitoare va asigura Părţii trimiţătoare, în mod gratuit, următoarele: amplasamente corespunzătoare, paza pentru expoziţie, electricitate, căldură, apă şi alte servicii asemănătoare necesare în timpul montării, expunerii, demontării şi ambalării expoziţiei în cooperare cu Partea trimiţătoare, va trimite invitaţii pentru deschiderea expoziţiei persoanelor oficiale şi reprezentanţilor presei, radio şi T.V., publicitate corespunzătoare premergătoare şi pe timpul expoziţiei şi un om de legătură pentru sprijinirea rezolvării tuturor aspectelor legate de expoziţie.

C. Toate costurile neincluse în paragraful B de mai sus vor fi responsabilitatea Părţii trimiţătoare. La cererea Părţii române, Partea americană este de acord ca cheltuielile, în conformitate cu acest paragraf (C), incluzînd costul transportului intern al expoziţiei americane şi alte servicii cerute în mod special de Partea americană, să fie plătite în România de către organizatorul român al expoziţiei. După prezentarea listei costurilor transportului şi a celorlalte costuri pentru serviciile cerute, Partea americană va rambursa Ambasadei Republicii Socialiste România la Washington D.C. echivalentul în dolari al sumei în lei. Părţile au convenit că intenţia acestui aranjament este ca fondurile transmise Ambasadei române să fie folosite pentru acoperirea costurilor interne ale expoziţiei române programate în Statele Unite.

D. In cazul în care un expert va însoţi expoziţia în calitate de custode sau director al expoziţiei, Partea trimiţătoare va suporta costul transportului internaţional şi Partea primitoare va suporta costul transportului intern, cazarea şi masa pînă la 14 zile la fiecare loc de expunere, în conformitate cu prevederile Articolului II. B al acestei anexe, dacă nu se va conveni altfel prin canale diplomatice.

E. Condiţiile pentru realizarea altor schimburi de expoziţii (documentare şi artistice) în conformitate cu articolul III. 10 vor fi stabilite pe cale diplomatică.

F. Partea trimiţătoare va suporta toate cheltuielile pentru personalul suplimentar care va însoţi expoziţiile în cealaltă ţară.

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IV. Prevederile financiare pentru spectacolele turneelor artistice vor fi stabilite pe linie de impresariat sau pe cale diplomatică.

V. Părţile vor acorda gratuit şi în cel mai scurt timp posibil viza participanţilor veniţi în cadrul Programului de cooperare şi schimburi, precum şi membrilor de familie care îi însoţesc pe aceştia sau vin mai tîrziu, în perioada aprobată a şederii participanţilor în cealaltă ţară.

VI. Părţile au convenit ca, în cazurile în care între organizaţii şi instituţii americane şi româneşti au intervenit alte aranjamente directe, se vor aplica prevederile acestor aranjamente, cu excepţia cazurilor în care se va specifica, că schimburile vor fi realizate pe baza condiţiilor prevăzute în prezentul Program.

VII. Condiţiile de aplicare a prezentului Program de cooperare şi schimburi pot fi modificate numai cu acordul Părţilor.

VIII. Prezenta anexă privind condiţiile de aplicare a Programului de cooperare şi schimburi pe anii 1981 şi 1982 face parte integrantă din acest document.

TIAS 10150

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REPUBLIC OF KOREA

Agricultural Commodities

Agreement signed at Seoul May 18, 1981;
Entered into force May 18, 1981.

TIAS 10151

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AGREEMENT BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF THE REPUBLIC OF KOREA

FOR SALES OF AGRICULTURAL COMMODITIES

UNDER THE PUBLIC LAW 480 TITLE I[1] PROGRAM

The Government of the United States of America and the Republic of Korea Government agree to the sales of agricultural commodities specified below. This agreement shall consist of the preamble, parts I and III of the Title I Agreement signed June 7, 1979,[2] together with the following Part II.

PART II - Particular Provisions

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value ($ Millions)
Wheat	1981	154,000	27.0
Total			27.0

Item II. Payment Terms:

Convertible Local Currency Credit (CLCC)

1. Initial payment - five (5) percent.

2. Currency use payment - thirty-five (35) percent for section 104 (A) purposes.

3. Amount of each installment payment - approximately equal annual amounts.

4. Number of installment payments - thirty-one

5. Due date of the first installment payment - ten (10)

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9562; 30 UST 6471.

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years after the date of the last delivery of commodities in each calendar year.

6. Initial interest rate - two (2) percent.

7. Continuing interest rate - three (3) percent.

Item III. Usual Marketing Table:

Commodity	Import Period (US FY)	UMR (Metric tons)
Wheat	1981	1,500,000

Item IV. Export Limitations:

A. With respect to the commodity financed under this agreement, the export limitation period for the same or like commodity shall be the United States fiscal year 1981 or any subsequent U.S. fiscal year in which the commodity financed under this agreement is being imported or utilized.

B. For the purposes of Part I, Article III A (4) of the Agreement, the commodities which may not be exported are for wheat: wheat, wheat flour, rolled wheat, semolina, farina, or bulgur (or the same products under a different name).

Item V. Self-Help Measures:

The government of the importing country agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

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A. Continue to strengthen the underlying foundation of the agricultural sector by providing additional capital to train more agricultural specialists in both basic and applied sciences and by providing adequate research and training facilities to carry out experimentation and to extend results to users.

B. Continue the basic and applied research efforts directed towards: (1) increasing production of major food grains, especially rice; (2) facilitating the expansion and improvement of agricultural mechanization and irrigation; and, (3) improving land utilization patterns for rice and other commodity production.

C. Increase and improve storage facilities for food grains in port areas, at regional terminals and at local markets.

D. Expand and improve family planning programs and service to help further reduce population growth, especially in the rural areas.

Item VI. Economic Development Purposes for which Proceeds Accruing to the Importing Country Are to be Used:

A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement, and for the following development sector: agricultural and rural development, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. All of the proceeds from the sale of the commodities financed under this agreement will be used in support of the

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specific projects or programs described below. These projects or programs are included in the progress report of the ROKG on self-help measures dated November 30, 1979.

1. To strengthen the infrastructural foundation of agricultural production.

   a. Development of agricultural water facilities
   b. Expansion of agricultural land for major crops
   c. Support of special crop production

2. To facilitate the expansion and improvement of agricultural mechanization.

   a. Supply of major agricultural machinery
   b. Technical training on agricultural machinery
   c. Utilization of agricultural machines as village's common property

3. To train young specialists in the agriculture and fisheries sectors.

4. To restructure the distribution system for agricultural products.

   a. Promotion of storage processing industry
   b. Restructuring the production and marketing system of agricultural products in farm areas

C. The government of the importing country shall provide reports on how the proceeds are used for the purposes set forth in accordance with the provisions of Article II of this agreement. The exporting country requires that reports be made on a semi-annual basis beginning six months after delivery of commodities to the ROKG.

This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. DONE at Seoul, in duplicate, this 18th day of May, 1981.

For the Government of the
United States of America

William H. Gleysteen, Jr.
Ambassador

For the Government of the
Republic of Korea

Shin Byong Hyun
Deputy Prime Minister

TIAS 10151

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ITEMS COVERED DURING PL 480 NEGOTIATIONS, APRIL AND MAY, 1981 BETWEEN USG AND ROKG

Agreement will consist of
A - Preamble, Parts I and III of 1979 Agreement
B - New Part II

This $27.0 million is final portion of U.S. commitment under the 1971 textile agreement.

Credit meeting in August agreed to corn as commodity, but this changed to wheat because of limited U.S. supplies of corn.

U.S. looks to Korea to continue to purchase U.S. agricultural commodities for cash and with GSM-102 guaranteed funds.

Financing terms are same as previous agreement - convertible local currency credit of 40 years term, 10 year grace period, 2% interest rate during grace period and 3% afterwards, initial payment of 5% and an increase in currency use payment (CUP) to 50% for U.S. Government requirements (later reduced to 35%).

Commodity Composition : 154,000 metric tons of wheat, $27.0 million, supply period FY 1981.

Dollar value is the maximum export value despite estimated quantity given above. In case of price increases Korea will be limited to dollar value in accordance with Article I, E. Part 1 of the agreement.

Usual marketing requirements will be 1,500,000 metric tons of wheat in FY 1981. (UMR's are based upon 1975-79 average commercial imports.) In keeping with PL-480 legislation and the U.S. Korean agricultural consultations, the USG continues to look to Korea to maintain and increase purchases of U.S. food and agricultural products.

Part II, Item V specifies the self-help measures to be carried out with the proceeds of the wheat sale. These measures should directly improve the lives of the poorest in the recipient country, including programs in agricultural development, rural nutrition, and population planning. Korea's proposed program must be furnished the Embassy before this agreement is signed. (Program was furnished and is included in Item VI).

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Purchase authorizations will be issued only after the Secretary of Agriculture has determined:

A - Adequate storage facilities are available in Korea at time of export so as to prevent the spoilage or waste of the commodity.

B - Distribution of the commodity in Korea will not result in a substantial disincentive to or interference with domestic production or marketing.

Purchases must be made on the basis of invitations for Bid (IFB), publically advertised in the United States and on the basis of bid offerings conforming to the IFB. Bid offerings must be received and publically opened in the United States. All awards must be consistent with open, competitive, and responsive bid procedures. All terms of the IFB's including those for ocean freight must be approved by the General Sales Manager, USDA, prior to issuance.

Commissions, fees or other payments to selling agents are prohibited. If the Korean Government nominates a purchasing and/or shipping agent to handle the commodities or arrange transportation under this proposed agreement, the ROKG must notify the General Sales Manager/USDA in writing of such nomination and provide a copy of the proposed agency agreement. GSM must approve all such agents.

ROKG should provide information on its capability to receive, store and distribute the PL 480 wheat, as well as providing
1/ type and grade of commodity to be purchased (using U.S. standards)
2/ proposed contracting and delivery schedules
3/ names and addresses of banks, both U.S. and foreign, handling this transaction
4/ assurances that ROKG authorities of funds to cover ocean freight costs and any initial payments.

ROKG should make relay to its Washington Embassy all instructions, information and authority necessary to enable timely implementation of the agreement including;
1/ commodity specifications
2/ contracting and delivery periods
3/ names and addresses of U.S. and Korean banks handling the letters of credit
4/ authority to request and sign purchase authorizations and other documents

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5/ instructions/information/authority regarding the purchasing of commodities and contracting for freight
6/ appointment of purchasing and/or shipping agents
7/ instructions to contact the Program Operations Division, Office of the General Sales Manager, USDA regarding the above.

ROKG should be aware that commodity suppliers are refusing to load vessels when acceptable letters of credit for both commodity and freight are not available at time of loading, resulting in costly claims for demurrage and carrying charges.
1/ delays in opening letters of credit and settlement of the final ten percent of freight will also result in higher prices and rates.
2/ ROKG should make assurances that these L/C's will be opened and confirmed by a U.S. bank immediately after contracting of each purchase authorization (PA), and before vessels arrive at U.S. ports.
3/ L/C's for ocean freight should be opened for 100 percent of charges before vessel is presented for loading.

ROKG has the responsibility to submit timely reports on compliance, arrival and shipping information (Article III (D)), self-help activities (Article III (C)) and use of sales proceeds (Article III (F)).

ROKG should undertake such measures as may be mutually agreed, prior to the delivery of the commodities, for the identification and publicity of commodities to be received as provided in Section 102 (L) of the PL-480 Act.

Finally, the ROKG should provide details of the specific projects or programs to be carried out using the proceeds of the sale of wheat financed under this Agreement.

The Korean negotiators felt the ROKG could carry out all of their responsibilities outlined above, but asked for a 10 % CUP, rather than the proposed 50%. The U.S. side promised to explore this point with Washington agencies concerned. Washington came back with a 35 percent CUP offer, which was then transmitted to the Korean side.

The Korean side provided on April 27 the details requested earlier. They asked for white or red wheat, U.S. No. 2 or better, to be purchased by KOFMIA, as their agent. The banks are First Chicago International and the Korea Exchange Bank.

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Deliveries will be during June, July and August. Contracting period to be the opening of the P.A. (as soon as possible) through August 31, 1981. Storage capacity is 2,353,000 metric tons. Self-help measures are to strengthen infrastructural foundation of agricultural production, to facilitate the expansion and improvement of agricultural mechanization, to train the young agriculturalist to replace the current farming generation and to improve the marketing of agricultural products.

The proposed 35 percent CUP was accepted.

The formal signing of the agreement was decided to be at 10 a.m. May 18, 1981 at the EPB Building.

Initialed by U.S.A.

Korea

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UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Atomic Energy: Technical Information Exchange and Cooperation in Nuclear Safety Matters

Arrangement signed at Washington May 15, 1981;
Entered into force May 15, 1981.

(1903)

TIAS 10152

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ARRANGEMENT BETWEEN THE UNITED STATES NUCLEAR REGULATORY COMMISSION (N.R.C.) AND THE HEALTH AND SAFETY EXECUTIVE OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (EXECUTIVE) FOR THE EXCHANGE OF TECHNICAL INFORMATION AND COOPERATION IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the N.R.C.) and the Health and Safety Executive of the United Kingdom of Great Britain and Northern Ireland (hereinafter called the Executive);

They or their predecessors having cooperated under the terms of a five-year Arrangement for similar exchange and cooperation in development of safety standards, originally signed on March 13, 1975;[1]

Having indicated their desire to continue this exchange and cooperation;

Have agreed as follows:

Section 1. Technical and Other Information to Be Exchanged

1.1 To the extent that the Executive and the N.R.C. are permitted to do so under the laws and regulations of their respective countries, the participants agree to exchange the following information on matters pertaining to the safety of nuclear installations, subject to paragraph 1.2:

[1] TIAS 8355; 27 UST 2974.

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a) Reports, studies and assessments emanating from, and actions and decisions taken by, the N.R.C. or the Executive, as the case may be, relating to or which may affect the safety aspects of design, construction, commissioning, operation or decommissioning, or the licensing or regulatory control, of nuclear installations in general in the United States of America or, as the case may be, in Great Britain, specified by the recipient of information (hereinafter referred to as "specified installations");

b) Information imparted to the N.R.C. or the Executive, as the case may be, by operators of specified installations or by any other persons relating to the safety aspects of design, construction, commissioning, operation or decommissioning, or the licensing or regulatory control of those installations;

c) Reports of, and information concerning, hearings and inquiries whether judicial or not, relating to or which may affect any aspect of nuclear safety or have a bearing on the safety aspects of the construction or operation of nuclear installations in the countries of the parties to this Arrangement.

1.2 However, either party may refuse to provide any particular information or information in general if:

a) that party, in its absolute discretion, considers that the production of such information might prejudice its national security, should be withheld in the public interest, or could be commercially damaging; or

b) the information requested concerns a matter falling outside the field of responsibility of the N.R.C. or the Executive, as the case may be.

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Section 2. Administration

2.1 The exchange of information may be effected by post, telex, telephone or other appropriate means and by visits and meetings.

2.2 The participants will arrange meetings to review the operation of the present Arrangement. Unless the participants otherwise agree, such meetings will take place at least once in every period of twelve months and the agenda for such meetings will be agreed in advance.

2.3 Each participant will designate a Technical Liaison Officer to supervise its responsibilities under the present Arrangement. All documents will be sent to the Technical Liaison Officer, unless the participants otherwise agree. The Technical Liaison Officer will be responsible for the detailed application of the present Arrangement, including the designation of "specified installations." He will ensure, with his counterpart, that a reasonably balanced equitable exchange of information is achieved and maintained.

2.4 Any visit to be made under the present Arrangement will take place only after consultation with the Technical Liaison Officer.

2.5 Unless otherwise agreed, each participant will bear the costs incurred by it in implementing the present Arrangement, including travel expenses and subsistence allowances and transport costs for apparatus and equipment sent into the territory of the other participant.

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Section 3. Use of Information

3.1 Subject to paragraphs 2 and 3 of this section, a participant receiving proprietary, or privileged information, or information designated as confidential under this Arrangement shall respect its proprietary or confidential nature provided such information is clearly marked so as to indicate its proprietary, privileged or confidential nature and is accompanied by a statement indicating that the information is protected from public disclosure by the Government of the transmitting party, and that the information is submitted under the condition that it be maintained in confidence.

3.2 Proprietary, or privileged information, or information designated as confidential received under this Arrangement may be freely disseminated by the receiving participant without the prior consent of the sending participant:

a) to persons within or employed by the receiving participant and to concerned Government departments and Government agencies in the country of the receiving participant;

b) to each participant's own contractors or consultants and to other persons or organizations for use only in work required under the terms of nuclear installations contracts or licenses for the protection of the health and safety of the public, if that person or organization:

(i) satisfies the receiving participant that special circumstances exist in which it is appropriate and necessary for that person or organization to have access to that information; and

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(ii) enters into an agreement with the receiving participant under which the confidentiality of the information is protected to at least the extent to which it would be protected if that person or organization were a participant in the present Arrangement.

3.3 The receiving participant may disseminate any proprietary or privileged or other information designated as confidential more widely than is permitted by this section if that participant has first obtained the written consent of the sending participant. The participants shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination.

3.4 The application or use of any information exchanged or transferred between the participants under this Arrangement shall be the responsibility of the receiving participant, and the transmitting participant does not warrant the suitability of such information for any particular use or application.

3.5 Nothing contained in this Arrangement shall preclude a participant from using or disseminating information received without restriction by a participant from sources outside of this Arrangement.

Section 4. Compatibility with National Laws

4.1 Nothing contained in the present Arrangement will require either participant to do anything which would be inconsistent with its laws, regulations, and

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policy directives. Should any concern arise about a possible conflict between the terms of the present Arrangement and those laws, regulations, and policy directives, the participants will consult regarding the basis of the concern.

4.2 No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should it become necessary in the future to exchange such information, the two participants will consult.

Section 5. Duration and Termination

5.1 The information exchange shall enter into force upon signature and shall remain in force for five years unless extended for a further period of time by agreement of the participants.

5.2 Either participant may withdraw from the present Arrangement after giving the other participant written notice 90 days prior to the intended date of withdrawal.

Section 6. Assistance in Gaining Information from Third Parties

Each participant will use its best endeavors to assist the other participant in obtaining from third parties information related to that covered by the present Arrangement.

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Section 7. Interpretation

For the purpose of the present Arrangement:

a) "nuclear installations" in relation to facilities within Great Britain has the meaning assigned to it in the Nuclear Installations Act 1965 and the Nuclear Installations Regulations 1971, but excludes any installation operated by or for the United Kingdom Atomic Energy Authority or any Government Department; and in relation to facilities within the United States of America means installations at which licensed activities, as provided for in the Atomic Energy Act of 1954[1] and the Energy Reorganization Act of 1974, as amended,[2] are conducted.

b) "operator" in relation to Great Britain means a licensee within the meaning assigned to that term in the Nuclear Installations Act 1965; and in relation to the United States of America means a person licensed either to operate the licensed installation or to possess nuclear material as provided for in the Atomic Energy Act of 1954 and the Energy Reorganization Act of 1974, as amended.

Done at Washington, D.C., on the fifteenth day of May 1981.

For the Health and Safety Executive

By: Ronald Gausden
Title: Chief Inspector, Nuclear Installations Inspectorate

For the Nuclear Regulatory Commission

By: Joseph M. Hendrie
Title: Chairman

[1] 68 Stat. 919; 42 U.S.C. § 2011 *et seq.*
[2] 88 Stat. 1233; 42 U.S.C. § 5801.

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THAILAND

Trade in Textiles and Textile Products

Agreements amending the agreement of October 4, 1978, as amended.
Effected by exchange of letters
Signed at Bangkok March 30 and April 27, 1981;
Entered into force April 27, 1981.
And exchange of letters
Signed at Bangkok June 17 and July 28, 1981;
Entered into force July 28, 1981.
And exchange of letters
Signed at Bangkok October 26 and November 4, 1981;
Entered into force November 4, 1981.

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The Thai Deputy Director General, Department of Foreign Trade, Ministry of Commerce, to the American Economic Officer

No. 0304/641

Department of Foreign Trade
Ministry of Commerce
Bangkok 2, Thailand

March 30, 1981

Mr. Gary D. De Vight
Economic Commercial Officer
Embassy of The United States of America
Bangkok

Dear Mr. De Vight,

We write with an intention to make a request for an increase in the consultation level allowed to Thailand for category 320.

It should be pointed out at this outset that the present consultation level granted to Thailand for category 320 is rather small when account is taken of the fact that exporters have already secured orders to the extent that the available quota cannot adequately permit them to export. Exporters therefore, ask that the Department of Foreign Trade take step to acquire from the United States Government for a raise up in the above mentioned category.

In view of this the Department of Foreign Trade is of the opinion that a raise up of 8 Million Square Yards for category 320, thus putting the level to 16 Million SQY, will be essential if Thailand is to be able to meet the demand in the United States.

We should be grateful if you could, after the receipt of this letter, make an arrangement for the adjustment of category 320 to the amount stipulated above.

Sincerely yours,

O. Osatananda

(Mrs. Oranuj Osatananda)
Deputy Director-General

TIAS 10153

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The American Economic Officer to the Thai Deputy Director General, Department of Foreign Trade, Ministry of Commerce

EMBASSY OF THE
UNITED STATES OF AMERICA
Bangkok, Thailand

April 27, 1981

Khun Oranuj Osatanada
Deputy Director General
Department of Foreign Trade
Ministry of Commerce
Bangkok 2, Thailand

Dear Khun Oranuj:

I refer to paragraph 4 of the Agreement between the United States and Thailand relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes dated October 4, 1978, as amended,[1] ("The Agreement"), and to your letter of March 30, 1981, in which you request on behalf of the Royal Thai Government that the consultation level for Category 320 be increased by 8 million square yards to a level of 16 million square yards for the 1981 agreement year.

I am pleased to inform you that my government agrees to this request, and that your letter and this reply thereto constitute an amendment to the agreement.

Sincerely,

Gary D. DeVight
Economic Officer

[1] TIAS 9215, 9462, 9643, 9717, 9937; 30 UST 719, 4360; 31 UST 4824; 32 UST 505, 4177.

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The Thai Deputy Director General, Department of Foreign Trade, Ministry of Commerce, to the American Economic Officer

No. 0304/ 1194

Department of Foreign Trade
Ministry of Commerce
Bangkok

June 17 , 1981

Mr. Gary D. De Vight
Economic Officer
Embassy of the United States of America
Bangkok

Dear Mr. De Vight,

Referring to your letter dated April 27, 1981, by which the consultation level for category 320 has been amended to 16 million square yards in 1981.

However, Thai exporters have now approached our Department again to acquire from the United States Government the raise up of consultation level for categories 314, 315, 320 and 613 because Thai exporters have already secured orders for each category within this year to the extent that the available quota cannot be adequately permit them to export.

In view of this, the Department of Foreign Trade has the opinion that, in order to meet the demand in the United States, it is essential to raise up the consultation levels for the said categories in 1981 as follows :-

Category 314 from 4,500,000 SYD to 7,000,000 SYD
Category 315 from 5,800,000 SYD to 18,000,000 SYD
Category 320 from 16,000,000 SYD to 24,000,000 SYD
Category 613 from 9,500,000 SYD to 19,000,000 SYD

We would be grateful if you could, after receipt of this letter, make an arrangement for the adjustment of the said categories to the amounts stipulated above.

Yours sincerely,

O. Osatanandu

(Mrs. Oranuj Osatananda)
Deputy Director-General

TIAS 10153

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The American Counselor for Economic Affairs to the Thai Deputy Director General, Department of Foreign Trade, Ministry of Commerce

EMBASSY OF THE
UNITED STATES OF AMERICA
Bangkok, Thailand

July 28, 1981

Mrs. Oranut Ostananda
Deputy Director General
Department of Foreign Trade
Ministry of Commerce
Sanamchai Road
Bangkok 2

Dear Mrs. Oranut:

I refer to paragraph 4 of the Agreement Between the United States and Thailand relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes dated October 4, 1978, as amended, "the Agreement," and to your letter of July 17, 1981 in which you request on behalf of the Royal Thai Government that the consultation levels for Categories 315, 320 and 613 be increased to ten million, twenty four million and nineteen million square yards respectively for the 1981 agreement year.

I am pleased to inform you that my government agrees to this request, and that your letter and this reply thereto constitute an amendment to the Agreement.

The requested increase to seven million square yards for Category 314 had been effect by the exchange of notes dated April 1, 1979.

Sincerely,

Robert R. Brungart
Counselor of Embassy
for Economic Affairs

TIAS 10153

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The American Economic Officer to the Thai Deputy Director General, Department of Foreign Trade, Ministry of Commerce

EMBASSY OF THE
UNITED STATES OF AMERICA
Bangkok, Thailand

October 26, 1981

Khun Oranuj Osatannada
Deputy Director General
Department of Foreign Trade
Ministry of Commerce
Bangkok 2

Dear Khun Oranuj:

I refer to paragraph 4 of the agreement between the United States and Thailand relating to trade in cotton, wool and man-made fiber textiles and textile products, with annexes, effected by exchange of notes dated October 4, 1978, as amended ("The Agreement"), and to our conversations concerning exports from Thailand to the United States of products classified in textile Category 314.

On behalf of my government, I would like to propose that the consultation level for Category 314 be increased by 2 million square yards to a new level of 9 million square yards for the 1981 agreement year.

If this proposal is acceptable to your government, this letter and your letter of confirmation on behalf of your government shall constitute an amendment to the agreement.

Sincerely yours,

Gary D. De Vight
Economics Officer

TIAS 10153

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The Thai Deputy Director General, Department of Foreign Trade, Ministry of Commerce, to the American Economic Officer

No. 0904/2181

Department of Foreign Trade
Ministry of Commerce
Bangkok

November 4 , 1981

Mr. Gary D. De Vight
Economic Officer
Embassy of the United States of America
Bangkok

Dear Mr. De Vight,

I am writing with reference to the agreement between the United States and Thailand relating to trade in cotton, wool and man-made fiber textiles and textile-products, with annexes, effected by exchange of notes on October 4, 1978, as amended and to your letter of October 26, 1981, proposing that the consultation level for Category 314 be increased by 2 million square yards to a new level of 9 million square yards for the 1981 agreement year.

On behalf of my Government, I have the honor to accept this proposal. Your letter and this letter of confirmation shall constitute an amendment to the agreement.

Yours sincerely,

(Narongrid Snidvongs)
Deputy Director-General

TIAS 10153

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OMAN

International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Muscat April 4 and May 14, 1981;
Entered into force May 14, 1981.

The American Embassy to the Omani Ministry of Foreign Affairs

No. 114

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of the Sultanate of Oman and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government—

A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.

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3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States Government such training materials as are no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition. Inasmuch as the IMET Program with the Armed Forces of the Government of the Sultanate of Oman may include training related to defense articles with respect to which the agreement of the Government of the Sultanate of Oman to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of the Sultanate of Oman shall constitute an agreement between the two governments on this subject, to be effective from the date of the ministry's note in reply.

The Embassy avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
MUSCAT, *April 4, 1981*

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The Omani Ministry of Foreign Affairs to the American Embassy

بسم الله الرحمن الرحيم

Sultanate of Oman
Ministry of Foreign Affairs
Muscat

سلطنة عمان
وزارة الخارجيـــة
مسقط

Date : .....
No. : .....

التاريخ : ١٤/٥/١٩٨١
الرقم : ٣/٢٦١١١/٨٠٧٠

تهـدى وزارة خارجية سلطنة عمان أطيب تحياتها الى سفارة الولايـــات المتحدة الامريكية في مسقـط •

وايماء الى مذكرة السفارة رقم ١١٤ المؤرخة في ٤/ ابريل / ١٩٨١ والمتعلقة بنصوص القانون الامريكي الخاص بالتدريب طبقا للبرنامج الامريكي للتعليم والتدريب العسكرى الدولى ، تـود وزارة خارجية سلطنة عمان ان تنهي الى علم السـفارة الموقرة بان الجهات المختصة في وزارة الدفاع قـد وافقت على الالتزام بنصـوص القانون المشار اليه •

تنتهـز الوزارة هذه المناسبة لتعرب للسفارة الموقرة عن فائق التقديـر والاحـــــترام •

وزارة الخارجية
مسقط

سفارة الولايات المتحدة الامريكية / مسقـط •

TIAS 10154

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TRANSLATION

SULTANATE OF OMAN
MINISTRY OF FOREIGN AFFAIRS
MUSCAT

Date: May 14, 1981
Ref.: No. 3/11126/3708

Embassy of the United States of America
Muscat

The Ministry of Foreign Affairs of the Sultanate of Oman presents its compliments to the Embassy of the United States of America in Muscat and has the honor to refer to the Embassy's note No. 114, dated April 4, 1981, regarding United States law concerning the provision of training related to defense articles under the United States International Military Education and Training Program.

The Ministry of Foreign Affairs wishes to inform the Embassy that the competent authorities of the Ministry of Defense have agreed to comply with the said United States law.

The Ministry avails itself of this opportunity to present to the Embassy the assurances of its highest consideration.

[Signature]

[SEAL]

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INTERNATIONAL CENTRE FOR THE STUDY OF THE PRESERVATION AND THE RESTORATION OF CULTURAL PROPERTY (ICCROM)

Taxation: Income Tax Reimbursement

Agreement effected by exchange of letters
Signed at Rome April 1 and May 4, 1981;
Entered into force May 4, 1981;
Effective January 1, 1981.

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The American Chargé d'Affaires ad interim to the Director of the International Centre for the Study of the Preservation and the Restoration of Cultural Property (ICCROM)

EMBASSY OF THE
UNITED STATES OF AMERICA

Rome, Italy

April 1, 1981

Mr. Bernard M. Feilden
Director
International Centre for the Study
of the Preservation and the Restoration
of Cultural Property (ICCROM)
13 Via San Michele
Trastevere, Roma 00153

Dear Mr. Feilden:

I have been authorized to inform you that the United States Government can reimburse the International Centre for the Preservation and the Restoration of Cultural Property for the sums utilized to reimburse personnel subject to the payment of United States income tax. To do this, I propose below a formal agreement establishing the procedure:

The International Centre for the Study of the Preservation and the Restoration of Cultural Property (ICCROM) will reimburse ICCROM staff members who are United States citizens, or who are otherwise liable to pay United States federal income taxes, for those United States federal income taxes that these employees have paid on ICCROM income as specified below.

An income tax equalization charge will be payable by the United States Government as a part of its annual payment to ICCROM to compensate ICCROM for the expenditures it has made. This charge will cover actual reimbursements made by ICCROM for United States federal income taxes on the categories of ICCROM income specified below:

Basic Salary;
Post Allowance that is based on the cost of living;
Travel on Appointment or on Separation;

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Installation Allowance;
Removal, Shipment or Storage of Household effects;
Education Allowance and Education Travel Grant;
Home Leave Travel;
Travel on Annual Leave from Designated Duty Station;
Family Visit Travel;
Representation;
Language Allowance;
Dependency Grant

The charge payable by the United States Government will not include reimbursement for interest or fines paid on income tax, taxes on pensions, or lump sum payments related to pensions, or taxes paid to any state or local government within the United States.

This Agreement does not cover ICCROM employees who are paid from voluntary funds, nor income from any source other than from ICCROM.

ICCROM will maintain separate accounting of the tax reimbursements covered by this Agreement. To help insure the accountability of the program, ICCROM, after securing the written permission of the American staff member, will provide the Department of State with a list of participating employees and their social security numbers for forwarding to the United States Internal Revenue Service for income tax filing record checks. The United States Government, subject to the availability of funds, will reimburse ICCROM on the basis of a certification that reimbursements have been made by ICCROM to United States citizens, or others who are liable to pay United States federal income taxes. The certification will set forth the names and United States social security numbers of the staff members reimbursed, the total of ICCROM income against which United States federal income tax has been paid, the amounts reimbursed to the staff members, the tax year for which reimbursement is made, and the year in which reimbursement is made for each of the categories of ICCROM income specified above. The amount of income tax that the United States

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Government will reimburse for each taxpayer will not exceed the United States federal income tax that would be due on the aggregate of the amounts of ICCROM income if that were the taxpayer's only income, after taking into account any special tax benefits available to United States taxpayers employed abroad as well as the deductions and personal exemptions generally allowed.

This Agreement will enter into force January 1, 1981. It shall apply with respect to reimbursements made by ICCROM on taxes paid on income earned in 1981 or thereafter.

This Agreement may be terminated by either party. Termination shall take effect one year from the date on which written notice of termination is given.

Your concurrence in the above text by letter will constitute the agreement between the United States and the International Centre for the Study of the Preservation and the Restoration of Cultural Property formalizing the tax reimbursement procedure which will enter into force as of January 1, 1981.

Sincerely,

Robert P. Paganelli

Robert P. Paganelli
Chargé d'affaires ad interim

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The Director of the International Centre for the Study of the Preservation and the Restoration of Cultural Property (ICCROM) to the American Chargé d'Affaires ad interim

INTERNATIONAL CENTRE FOR THE STUDY OF THE PRESERVATION AND THE RESTORATION OF CULTURAL PROPERTY
CENTRE INTERNATIONAL D'ETUDES POUR LA CONSERVATION ET LA RESTAURATION DES BIENS CULTURELS
ICCROM

Ref.N. ADM. 1702/81/BMF/PP/gb

Rome, 4 May 1981

Mr. Robert P. Paganelli
Chargé d'affaires ad interim
Embassy of the United States of America
Via Vittorio Veneto 119/A
00187 Rome

Dear Mr. Paganelli,

I have the honor to acknowledge receipt of your letter of the 1st April, 1981 concerning the reimbursement of the International Centre for the Study of the Preservation and the Restoration of Cultural Property for the amounts paid to its employees who are liable for the payment to the United States for income taxes. The proposed agreement is set out in the following text :

The International Centre for the Study of the Preservation and the Restoration of Cultural Property (ICCROM) will reimburse ICCROM staff members who are United States citizens, or who are otherwise liable to pay United States federal income taxes, for those United States federal income taxes that these employees have paid on ICCROM income as specified below.

An income tax equalization charge will be payable by the United States Government as a part of its annual payment to ICCROM to compensate ICCROM for the expenditures it has made. This charge will cover actual reimbursements made by ICCROM for United States federal income taxes on the categories of ICCROM income specified below :

Basic salary;
Post Allowance that is based on the cost of living;
Travel on Appointment or on Separation;
Installation Allowance;
Removal, Shipment or Storage of Household effects;
Education Allowance and Education Travel Grant;
Home Leave Travel;
Travel on Annual Leave from Designated Duty Station;
Family Visit Travel;
Representation;
Language Allowance;
Dependency Grant.

13 VIA DI S. MICHELE - 00153 ROME - TEL. 5806061 - 5866806 - 5866866 5864741 - TELEG. INTERCONCERTO ROME - TELEX 613114 ICCROM

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The charge payable by the United States Government will not include reimbursement for interest or fines paid on income tax, taxes on pensions, or lump sum payments related to pensions, or taxes paid to any state or local government within the United States.

This Agreement does not cover ICCROM employees who are paid from voluntary funds, nor income from any source other than from ICCROM.

ICCROM will maintain separate accounting of the tax reimbursements covered by this Agreement. To help insure the accountability of the program, ICCROM, after securing the written permission of the American staff member, will provide the Department of State with a list of participating employees and their social security numbers for forwarding to the United States Internal Revenue Service for income tax filing record checks. The United States Government, subject to the availability of funds, will reimburse ICCROM on the basis of a certification that reimbursements have been made by ICCROM to United States citizens, or others who are liable to pay United States federal income taxes. The certification will set forth the names and United States social security numbers of the staff members reimbursed, the total of ICCROM income against which United States federal income tax has been paid, the amounts reimbursed to the staff members, the tax year for which reimbursement is made, and the year in which reimbursement is made for each of the categories of ICCROM income specified above. The amount of income tax that the United States Government will reimburse for each taxpayer will not exceed the United States federal income tax that would be due on the aggregate of the amounts of ICCROM income if that were the taxpayer's only income, after taking into account any special tax benefits available to United States taxpayers employed abroad as well as the deductions and personal exemptions generally allowed.

This Agreement will enter into force January 1, 1981. It shall apply with respect to reimbursements made by ICCROM on taxes paid on income earned in 1981 or thereafter.

This Agreement may be terminated by either party. Termination shall take effect one year from the date on which written notice of termination is given.

I am pleased to indicate my concurrence in the above text and my acceptance that this exchange of letters constitutes the Agreement between the United States Government and the International Centre for the Study of the Preserv-

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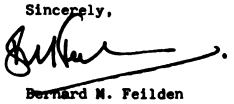
ation and the Restoration of Cultural Property formalizing the tax reimbursement procedure which will enter into force as of January 1, 1981.

Sincerely,



Bernard M. Feilden
Director

TIAS 10155

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LIBERIA

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Monrovia May 7, 1981;
Entered into force June 29, 1981.

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AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF LIBERIA REGARDING THE CONSOLIDATION AND RESCHEDULING OF CERTAIN DEBTS OWED TO, OR GUARANTEED BY THE UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (the "United States") and the Republic of Liberia ("Liberia") agree as follows:

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ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Liberia's Debts, signed in Paris on December 19, 1980, among representatives of certain nations, including the United States, and agreed to by the representative of Liberia, hereinafter referred to as the "Minute" and annexed hereto as Annex D, the United States and Liberia hereby agree to consolidate and reschedule certain Liberian debts which are owed to or guaranteed by the United States or its Agencies, as provided for in this Agreement.

2. This Agreement shall be implemented by four separate agreements (the "Implementing Agreements"), between Liberia and the United States, with respect to PL-480[1] Agreements, and between Liberia and each of the following United States Agencies: the Agency for International Development, the Export-Import Bank of the United States and the Department of Defense. The Department of Defense will include in its Implementing Agreement amounts which it will pay the Federal Financing Bank pursuant to contracts of guaranty covering Contracts between the Federal Financing Bank and Liberia.

[1] 68 Stat. 454; 7 U.S.C. § 1701 *et seq.* [Footnote added by the Department of State.]

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ARTICLE II

Definitions

1. "Contracts" means those agreements or other financial arrangements listed in Annex A which have maturities falling due during the Consolidation Period and which relate to:

   (a) Commercial credits extended to the Government of Liberia or covered by its guarantee, guaranteed by the United States or its Agencies, which credits had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1980.

   (b) Loans from the United States or its Agencies to the Government of Liberia or covered by its guarantee, which loans had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1980.

2. "Debt" means the sum of principal, interest and fees falling due during the Consolidation Period and not yet paid with respect to the Contracts.

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3. "Consolidated Debt" means ninety percent of the dollar amount of the Debt. "Non-consolidated Debt" means the remaining ten percent of the Debt.

4. "Consolidation Period" means the period from July 1, 1980 through December 31, 1981.

5. "Interest" means interest on Debt due and payable in accordance with the terms of the Agreement and on any due and unpaid Interest accruing thereon. Interest shall begin to accrue at the rates set forth in this Agreement on the respective due dates specified in each of the Contracts for each scheduled payment of Debt and shall continue to accrue on the outstanding balance of the Debt, including any due but unpaid installments of Debt, until such outstanding balances are repaid in full. Interest shall also mean interest at the rates specified in Article III(1)(b) and Article III(2)(b) of this Agreement which shall accrue on due but unpaid installments of Interest, beginning on the respective due dates for such Interest installments, as established by this Agreement, and continuing to accrue until such amounts are repaid in full.

6. "Agency" means: the United States Agency for International Development, the Export-Import Bank of the United States and the United States Department of Defense.

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ARTICLE III

Terms and Conditions of Payment

1. Liberia agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Consolidated Debt which amounts to approximately $5.8 million shall be repaid in ten equal and consecutive semi-annual installments of approximately $580 thousand plus Interest. Principal payments are payable on each March 31 and September 30, commencing on March 31, 1985, with the final installment payable on September 30, 1989.

(b) The rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be 3.0 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development, 3.0 percent per calendar year on the outstanding balance of such payments due to the United States with respect to PL-480 agreements, 8.75 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Export-Import Bank of the United States, and 8.0 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense. All

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Interest payable with respect to the Consolidated Debt shall be payable semi-annually on March 31 and September 30 of each year commencing on September 30, 1981.

(c) A table summarizing the amounts of the Consolidated Debt owed to the United States and to each Agency is attached hereto as Annex B.

2. Liberia agrees to pay the Non-consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Non-consolidated Debt which amounts to approximately $640 thousand shall be repaid in four equal annual payments of approximately $160 thousand, plus Interest, the first payment to be made on December 31, 1981, and the three following payments to be made respectively on July 31, 1982; July 31, 1983; and July 31, 1984.

(b) The rate of Interest on Non-consolidated debt and on any due but unpaid Interest accruing thereon shall be 3.0 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development, 3.0 percent per calendar year on the outstanding balance of such payments due to the United States with

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respect to PL-480 agreements, 8.75 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Export-Import Bank of the United States and 8.0 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense. All Interest payable with respect to the Non-consolidated Debt portion shall be payable in four installments, with the first payment to be made on December 31, 1981, and successive payments due on July 31, 1982; July 31, 1983; and July 31, 1984.

(c) A table summarizing the amounts of Non-consolidated Debt owed to the United States and each Agency is attached hereto as Annex C.

3. It is understood that adjustments may be made, as necessary, in the amounts of Consolidated and Non-consolidated Debt by the Implementing Agreements. In part, this may reflect disbursements on Debt during the Consolidation Period. Adjustments shall be made to the scheduled repayments commencing with December 31, 1981, pursuant to this Agreement, to reflect increased interest accrued and due during the Consolidation Period. It is further understood that should Air Liberia sell the Boeing 737 jet aircraft which it

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financed in part under Eximbank Credit No. 6449, the proceeds of such sale shall be first applied to prepay the outstanding indebtedness of Liberia under Credit 6449 and any amounts relating thereto which have been included in the Consolidated and Non-consolidated Debt.

ARTICLE IV

General Provisions

1. Liberia agrees to grant the United States and its Agencies, and to any other creditor which is party to a Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.

2. Except as they may be modified by this Agreement or subsequent Implementing Agreements, all terms of the Contracts remain unchanged.

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ARTICLE V

Entry Into Force

This Agreement shall enter into force upon receipt by Liberia of written notice from the United States Government that all necessary legal requirements for entry into force of this Agreement have been fulfilled.[1]

Done at Monrovia, Liberia, in duplicate, this seventh day of May, 1981.

FOR THE UNITED STATES OF AMERICA

Donald W. Born[2]

FOR THE REPUBLIC OF LIBERIA

[3]

[1] June 29, 1981.
[2] Donald W. Born.
[3] J. Rudolph Johnson.
[Footnotes added by the Department of State.]

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ANNEX A

Loans Subject to Rescheduling

Agency for International Development

Loan Numbers:

669-H-004A	669-H-010	669-H-018
669-H-004B	669-H-011	669-H-019
669-H-005	669-H-012	669-H-020
669-H-006A	669-H-013	669-H-021
669-H-006B	669-H-014	669-T-022
669-H-007A	669-H-015	669-T-024
669-H-007B	669-H-016	669-T-025
669-H-008	669-H-017	669-W-023
669-H-009	669-H-017A	

P.L. 480

Agreements Dated:

January 6, 1966
October 23, 1967
June 24, 1970
April 26, 1972

Export-Import Bank

Loan Numbers:

5621
6449

Department of Defense

Loan Agreements dated:

June 29, 1972 (721D)	September 30, 1977 (771G)
June 28, 1975 (751D)	September 19, 1978 (781G)
June 30, 1976 (761G)	April 19, 1979 (791G)

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ANNEX B

Summary of Consolidated Debt*
(millions of U.S. dollars)

Agency for International Development	3.16
PL-480	0.27
Export-Import Bank	0.65
Department of Defense	1.72
TOTAL	5.80

* Data are rounded and subject to revision per Article III, Paragraph 3.

ANNEX C

Summary of Non-Consolidated Debt*
(millions of U.S. dollars)

Agency for International Development	0.35
PL-480	0.03
Export-Import Bank	0.07
Department of Defense	0.19
TOTAL	0.64

* Data are rounded and subject to revision per Article III, Paragraph 3.

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ANNEX D

AGREED MINUTE

ON THE CONSOLIDATION OF LIBERIA'S DEBT

I. PREAMBLE.

1. Representatives of the Governments of France, Federal Republic of Germany, Italy, Japan, Norway, United Kingdom, United States of America and Sweden hereinafter called " the participating Creditor Countries " met in Paris on December 18 and 19, 1980 with the representatives of the Government of Liberia in order to examine the request for alleviation of that country's external debt service obligation.
Observers of the Governments of Austria, Belgium and Switzerland and observers of the International Monetary Fund, the International Bank for Reconstruction and Development, the Secretariat of the U.N.C.T.A.D., the Commission of European Communities and the Organisation for Economic Cooperation and Development also attended the meeting.

2. The representatives of Liberia underlined the current difficulties faced by their country and the strong determination of their Government to restore government finance on a sound basis and to achieve the objectives of the stabilization program underlying the arrangement with the International Monetary Fund.

3. The representatives of the International Monetary Fund described the economic situation of Liberia and the major elements of the economic stabilization program undertaken by the Government of Liberia and supported by the stand-by arrangement with the International Monetary Fund approved by the executive board of the Fund on September 15, 1980 and revised on December 12,1980. This arrangement, applying to the period ending September 15, 1982 involves specific commitments in both the economic and financial fields.

4. The representatives of the Governments of the participating creditor countries expressed their satisfaction with the economic and financial program undertaken by the Government of Liberia and stressed the importance they attach to the continuing and full implementation of the program, in particular to the implementation of tight fiscal policies an strict control of the financial operations of the public corporations

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II. RECOMMENDATIONS ON TERMS.

Mindful of the serious payments difficulties faced by Liberia, the representatives of the participating creditor countries agreed to recommend that their Governments or appropriate governmental institutions provide, through rescheduling or refinancing, debt relief for Liberia's debt on the following terms :

1. Debts concerned.

The debt service ("the debts") to which this reorganization will apply is that resulting from :

a). Commercial credits extended to the Government of Liberia or covered by its guarantee, guaranteed or insured by governmental agencies of the participating creditor countries, which credits had original maturities of more than one year and which were extended pursuant to a contract or other financial arrangement concluded before January 1, 1980.

b). Loans from Governments or agencies of the participating creditor countries to the Government of Liberia or covered by its guarantee which loans had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1980.

2. Terms of the consolidation.

The debt relief will apply as follows :

a)90 % of the principal and interest of payments originally due from July 1, 1980 through December 31, 1981 (the "reorganization period") and not paid on the "debts" will be rescheduled or refinanced.

b)Repayment by Liberia of the corresponding sums will be made in ten equal and successive semi annual payments, the first payment to be made on March 31, 1985 (the end of the "grace period") and the final payment to be made September 30, 1989 (the end of the "repayment period").

c)Payment of the remaining 10 % principal and interest will be made in four equal annual payments, the first payment to be made on December 31, 1981 and the three following payments to be made respectively on July 31, 1982, July 31, 1983 and July 31, 1984.

3. Rate of interest.

The rate and terms of interest to be paid in respect of these financial arrangements will be determined bilaterally between the Government of Liberia and the Government of each participating creditor country.

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III. GENERAL RECOMMENDATIONS.

1. In order to secure comparable treatment of public and private external creditors on their debts with the Government of Liberia or guaranteed by this Government, the representatives of the Government of Liberia stated that their Government will seek to secure from private external creditors particularly banks, rescheduling, financing or refinancing arrangements on terms comparable to those set forth in this minute for credits of comparable maturity, making sure to avoid inequity between different categories of creditors.

2. The Government of Liberia will accord to each of the participating countries treatment no less favourable than that which it may accord to any other creditor country for the consolidation of debts of a comparable term.

3. The Government of Liberia undertakes to negotiate promptly rescheduling or refinancing arrangements with all other creditor countries on comparable debts.

4. The provisions set forth in this minute do not apply to countries with respect to which aggregate principal and interest payment due on the debts during the reorganization period are less than S.D.R. 500,000.

5. The participating creditor countries, noting that any previous creditor country reservations on this issue would be respected, agreed to make available, upon the request of another participating creditor country, a copy of its bilateral agreement with the Government of Liberia which implements this agreed minute. The Government of Liberia acknowledges this arrangement.
Each of the participating creditor countries agreed to indicate to the Chairman of this creditor group the date of the signature of its bilateral agreement, the interest rates and the amounts of debts involved. The Government of Liberia acknowledges this arrangement.

IV IMPLEMENTATION.

The detailed arrangements for the rescheduling or refinancing of the debts will be determined by bilateral agreements to be concluded by the Government of each participating creditor country with the Government of Liberia on the basis of the following principles:

1. The Government of each participating creditor country will :

- refinance debts by placing new funds at the disposal of Liberia at the same time and for the above mentionned percentage of payments on the debts due under existing payment scheduled during the reorganization period,

or

- reschedule the corresponding payments.

2. All other matters involving the rescheduling or the refinancing of the debts will be set forth in the bilateral agreements.

TIAS 10156

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3. The Government of Liberia undertakes to pay the amounts in principal and interest due as of June 30, 1980 as soon as possible and in any case no later than the signature of the bilateral agreements.

4. The representatives of the Governments of each of the participating countries and of the Government of Liberia agreed to recommend to their respective Governments that they intitiate bilateral negociations at the earliest opportunity and conduct them on the basis of the principles set forth herein.

Done in Paris, this 19 th day of December 1980 in two versions, English and French [1] both texts equally authentic.

The Chairman of the Paris Club

The head of the Liberian Delegation

Delegation of France

Delegation of the United Kingdom

Delegation of the Federal Republic of Germany

Delegation of the Kingdom of Norway

Delegation of Italy

Delegation of the United States of America

Delegation of Japan

Delegation of the Kingdom of Sweden

[1] French text not printed. [Footnote added by the Department of State.]

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LIBERIA

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Monrovia October 15, 1981;
Entered into force October 15, 1981.

(1945)

TIAS 10157

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AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF LIBERIA
REGARDING THE CONSOLIDATION AND RESCHEDULING OF PAYMENTS DUE
UNDER P.L. 480 TITLE I[1] AGRICULTURAL COMMODITY AGREEMENTS

(1) Reference is made to the Agreements Between The United States of America and The Republic of Liberia identified in Annex A attached to this Memorandum of Agreement and hereinafter referred to as "P.L. 480 Agreements." Reference is made also to the Agreement Between the United States of America and The Republic of Liberia Regarding the Consolidation and Rescheduling of Certain Debts Owed to, Guaranteed or Insured by The United States Government or Its Agencies signed in Monrovia, Liberia, on May 7, 1981,[2] and to the Understanding reached by certain creditor nations of The Republic of Liberia on December 19, 1980, and agreed to by The Republic of Liberia, wherein agreement was reached on the consolidation and rescheduling of repayments under the P.L. 480 Agreements.

(2) In accordance with the Agreement dated May 7, 1981, and the Understanding reached on December 19, 1980, cited above, it is agreed that dollar principal and interest obligations with respect to contracts having an original maturity of more than one year and due from July 1, 1980, through December 31, 1981, shall be repaid as follows:

(a) Principal and interest in the amount of $274,101.69 which consists of 90 percent of the payments due from July 1, 1980, through December 31, 1981, as listed in Annex A, referred to hereafter as the "Consolidated Debt" shall be repaid in ten equal semi-annual installments on March 31 and September 30 with the first payment due on March 31, 1985, and the last payment due on September 30, 1989, as shown in Annex B.

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[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

[2] TIAS 10156; *ante*, p. 1929.

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(b) Interest on the outstanding balance of the Consolidated Debt shall accrue at the rate of 3.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning on September 30, 1981, and semi-annually thereafter on March 31 and September 30 with the last payment due on September 30, 1989, as shown in Annex B.

(c) Principal and interest in the amount of $30,455.74 which consists of 10 percent of the payments due from July 1, 1980, through December 31, 1981, listed in Annex A, referred to hereafter as the "Non-Consolidated Debt" shall be repaid in four equal annual installments with the first payment due December 31, 1981, and the three remaining payments to be made respectively on July 31, 1982, July 31, 1983 and July 31, 1984, as shown in Annex C.

(d) Interest on the outstanding balance of the Non-Consolidated Debt shall accrue at the rate of 3.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable on December 31, 1981, July 31, 1982, July 31, 1983 and July 31, 1984, as shown in Annex C.

(e) Additional interest at the rate of 3.0 percent per annum shall accrue to the benefit of the United States of America on any past due unpaid amounts or unpaid portions of amounts as listed in Annex B and Annex C. Application of payments or credits shall be first to any interest due, with any balance to the principal installment due.

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(3) To the extent not amended herein, the terms and conditions of the P.L. 480 Agreements shall remain in full force and effect.

(4) Done at Monrovia, Liberia, in duplicate the 15th day of October, 1981.

FOR THE REPUBLIC OF LIBERIA [1]

FOR THE UNITED STATES OF AMERICA [2]

[1] George K. Dunye.
[2] William Lacy Swing.

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ANNEX A

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNITED STATES OF AMERICA
DURING THE PERIOD JULY 1, 1980 AND DECEMBER 31, 1981
UNDER PL 480 TITLE I AGREEMENTS WITH
THE REPUBLIC OF LIBERIA
SHOWING THE AMOUNT OF CONSOLIDATED AND NON-CONSOLIDATED DEBT

Original Agreement Date and (Delivery Year)	Payment Due Date	Principal	Interest	Total	Consolidated Debt (90%)	Non-Consolidated Debt (10%)
01-06-66 (66)	04-28-81	$42,800.37	$ 6,420.06	$49,220.43	$44,298.38	$4,922.05
10-23-67 (68)	04-08-81	42,718.92	8,543.78	51,262.70	46,136.43	5,126.27
06-24-70 (70)	11-18-80	45,402.80	14,982.92	60,385.72	54,347.15	6,038.57
06-24-70 (70)	11-18-81	45,402.80	13,620.84	59,023.64	53,121.28	5,902.36
04-26-72 (72)	06-24-81	62,253.63	22,411.31	84,664.94	76,198.45	8,466.49
TOTALS		$238,578.52	$65,978.91	$304,557.43	$274,101.69	$30,455.74

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ANNEX B

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION

Consolidation and Rescheduling of Payments Agreement
With

THE REPUBLIC OF LIBERIA

Repayment Schedule for the Consolidated Debt

Repayment Terms

Interest: 3 percent annually

Principal: 10 Equal semi-annual installments

Installment Due Date	Balance of Principal Outstanding	Amount Due		
		Principal	Interest	Total
09-30-81	274,101.69	-0-	3,253.26	3,253.26
03-31-82	274,101.69	-0-	3,895.41	3,895.41
09-30-82	274,101.69	-0-	4,111.53	4,111.53
03-31-83	274,101.69	-0-	4,111.53	4,111.53
09-30-83	274,101.69	-0-	4,111.53	4,111.53
03-31-84	274,101.69	-0-	4,111.53	4,111.53
09-30-84	274,101.69	-0-	4,111.53	4,111.53
03-31-85	274,101.69	27,410.17	4,111.53	31,521.70
09-30-85	246,691.52	27,410.17	3,700.37	31,110.54
03-31-86	219,281.35	27,410.17	3,289.22	30,699.39
09-30-86	191,871.18	27,410.17	2,878.07	30,288.24
03-31-87	164,461.01	27,410.17	2,466.92	29,877.09
09-30-87	137,050.84	27,410.17	2,055.76	29,465.93
03-31-88	109,640.67	27,410.17	1,644.61	29,054.78
09-30-88	82,230.50	27,410.17	1,233.46	28,643.63
03-31-89	54,820.33	27,410.17	822.30	28,232.47
09-30-89	27,410.16	27,410.16	411.15	27,821.31
	TOTALS	274,101.69	$50,319.71	$324,421.40

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ANNEX C

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION

Consolidation and Rescheduling of Payments Agreement
With

THE REPUBLIC OF LIBERIA

Repayment Schedule for the Non-Consolidated Debt

Repayment Terms

Interest: 3 Percent Annually

Principal: 4 Equal Annual Installments

Installment Due Date	Balance of Principal Outstanding	Principal	Interest	Total
12-31-81	30,455.74	7,613.94	568.00	8,181.94
07-31-82	22,841.80	7,613.94	685.25	8,299.19
07-31-83	15,227.86	7,613.94	456.84	8,070.78
07-31-84	7,613.92	7,613.92	228.42	7,842.34
	TOTALS	$30,455.74	$1,938.51	$32,394.25

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ISRAEL

Economic Assistance: Stability Grant

Agreements amending the agreement of December 3, 1980.
Signed at Washington March 27, 1981;
Entered into force March 27, 1981.
And signed at Washington July 1, 1981;
Entered into force July 1, 1981.

TIAS 10158

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Grant No. 271-K-616

FIRST AMENDMENT

TO

AGREEMENT OF DECEMBER 3, 1980

BETWEEN

THE GOVERNMENT OF ISRAEL

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ACTING THROUGH

THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Dated: March 27, 1981

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AMENDMENT, dated the 27 day of March, 1981 between the Government of Israel ("Israel") and the Government of the United States of America, acting through the Agency for International Development ("A.I.D."), together referred to as the "Parties."

WHEREAS the Parties have heretofore entered into an assistance agreement dated December 3, 1980[1] (the "Agreement"), pursuant to which A.I.D. agreed to grant Israel Three Hundred Ninety-five Million United States Dollars ($395,000,000), and

WHEREAS A.I.D. intended to increase the amount of such assistance during fiscal year 1981 subject to the funds being made available by the Congress and the mutual agreement of the Parties to proceed,

NOW THEREFORE, the Parties hereto agree that the Agreement shall be and hereby is amended by making the following changes:

1. The provision in Article I "Three Hundred Ninety-five Million United States Dollars ($395,000,000)" is deleted and substituted therefore is the provision "Five Hundred Ninety Million United States Dollars ($590,000,000)", and

[1] TIAS 9941; 32 UST 4204.

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2. The paragraph under Section 3.1 shall be designated "(a)" and below it shall be inserted the following as paragraph "(b)":

> "Thereafter, on March 27, 1981 A.I.D. will deposit in the bank designated pursuant to Section 3.1(a) the sum of One Hundred Ninety-five Million United States Dollars ($195,000,00)."

Except as specifically amended hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Government of Israel and the Government of the United States of America, each acting through its respective duly authorized representative, have caused this Amendment to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF ISRAEL

By: [1]

Title:

UNITED STATES OF AMERICA

By: [2]

Title: Acting Assistant Admistrator
Bureau for Near East

[1] Dan Halpern.
Minister (Economic Affairs).
[2] Alfred D. White.

TIAS 10158

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Grant No. 271-K-616 1

SECOND AMENDMENT

TO

AGREEMENT OF DECEMBER 3, 1980

BETWEEN

THE GOVERNMENT OF ISRAEL

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ACTING THROUGH

THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Dated: July 1,1981

TIAS 10158

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AMENDMENT, dated the 1st day of July , 1981 between the Government of Israel ("Israel") and the Government of the United States of America, acting through the Agency for International Development ("A.I.D."), together referred to as the "Parties."

WHEREAS the Parties have heretofore entered into an assistance agreement dated December 3, 1980, and an amendment to said agreement dated March 27, 1981 (the agreement as amended hereafter referred to as the "Agreement") pursuant to which A.I.D. agreed to grant Israel Five Hundred Ninety Million United States Dollars ($590,000,000), and

WHEREAS A.I.D. intended to increase the amount of such assistance during fiscal year 1981 subject to the funds being made available by the Congress and the mutual agreement of the Parties to proceed,

NOW THEREFORE, the Parties hereto agree that the Agreement shall be and hereby is amended by making the following changes:

1. In Article I the words "Five Hundred Ninety Million United States Dollars ($590,000,000)" are deleted and the words "Seven Hundred Sixty-Four Million United States Dollars ($764,000,000)" are substituted in their place, and

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2. A new paragraph Section 3.1(c) shall be added to read as follows:

"Thereafter, on July 1, 1981 A.I.D. will deposit in the bank designated pursuant to Section 3.1(a) the sum of One Hundred Seventy-Four Million United States Dollars ($174,000,00)."

Except as specifically amended hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Government of Israel and the Government of the United States of America, each acting through its respective duly authorized representative, have caused this Amendment to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF ISRAEL

By: Dr. Halfon

Title: Minister (Economic Affairs)

UNITED STATES OF AMERICA

By: Alfred Atherton

Title: Acting Assistant Administrator
Bureau for Near East

TIAS 10158

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MEXICO

Frequency Modulation Broadcasting

Agreement amending the agreement of November 9, 1972, as amended.
Effected by exchange of notes
Signed at Mexico and Tlatelolco February 18 and May 20, 1981;
Entered into force May 20, 1981.

(1959)

TIAS 10159

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The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

Mexico, D. F., February 18, 1981

No. 363

Excellency:

I have the honor to refer to the Agreement of November 9, 1972, between the United States of America and the United Mexican States concerning frequency modulation broadcasting in the 88 to 108 MHz frequency band, as amended.[1]

The United States of America proposes the following further amendment to Table B of the Allotment Plan appearing in Annex II to the 1972 Agreement:

Table B

City	Channel No. Delete	Add
San Antonio, Texas	----	215A
Marana, Arizona	----	252A

The Directorate General of Telecommunications has informed the Federal Communications Commission that it has no technical objection to the proposed amendment, which conforms to the channel separation requirements of Article 6, Section C, of the 1972 Agreement.

If the foregoing proposal is acceptable to your Government, I further propose that this note and your reply to that effect constitute an Agreement modifying the 1972 Agreement, as amended, and entering into force on the date of your reply.

Accept, Excellency, the renewed assurance of my highest consideration.

[2]

His Excellency
Licenciado Jorge Castañeda y Alvarez de la Rosa
Secretary of Foreign Relations
Mexico, D. F.

---

[1] TIAS 7697, 8152, 8301, 8412, 9436, 9647; 24 UST 1815; 26 UST 2120; 27 UST 2012, 3944; 30 UST 3927; 31 UST.

[2] Julian Nava.

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The Mexican Assistant Secretary of Foreign Relations to the American Chargé d'Affaires ad interim

Tlatelolco, D.F., a 20 de mayo de 1981.

Señor Encargado de Negocios:

316455 Tengo el honor de referirme a la atenta nota 363, fechada el 18 de febrero del año en curso, cuyo texto vertido al español es el siguiente:

"Tengo el honor de referirme al Acuerdo del 9 de noviembre de 1972, entre los Estados Unidos de América y los Estados Unidos Mexicanos, relativo a la Radiodifusión en Frecuencia Modulada en la Banda de 88 a 108 MHz, enmendado.

Los Estados Unidos de América proponen las siguientes enmiendas adicionales a la Tabla B del Plan de Adjudicaciones del Anexo II del Acuerdo de 1972:

Tabla B

Ciudad	Canal No. Supresión	Canal No. Adición
San Antonio, Texas	- - - - -	215 A
Marana, Arizona	- - - - -	252 A

La Dirección General de Telecomunicaciones informó a la Comisión Federal de Comunicaciones que no existe objeción técnica a las enmiendas propuestas, de conformidad con los requerimientos de separación de Canal del Artículo 6, Sección C, del Acuerdo de 1972.

*****

A Su Excelencia el Señor
John Arthur Ferch,
Encargado de Negocios a.i.
de los Estados Unidos de América,
México, D.F.

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Si la anterior propuesta es aceptable para su Gobierno, propongo que esta nota y su respuesta constituyan un Acuerdo modificando el Acuerdo de 1972, enmendado, y que entrará en vigor en la fecha de su respuesta".

En respuesta a la atenta nota arriba transcrita, tengo el agrado de comunicarle que el Gobierno de México acepta los términos de la misma y, en consecuencia, conviene en que la nota 363 y la presente, constituyan un Acuerdo entre nuestros dos Gobiernos que modifica el Convenio relativo a la Radiodifusión en Frecuencia Modulada en la Banda de 88 a 108 MHz, firmado el 9 de noviembre de 1972, el cual entrará en vigor en la fecha de la presente nota.

Aprovecho la oportunidad para renovar a Vuestra Excelencia el testimonio de mi muy alta consideración.

Alfonso de Rosenzweig-Díaz

SUBSECRETARIO DE
RELACIONES EXTERIORES

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TRANSLATION

Tlatelolco, D.F., May 20, 1981

Sir:

I have the honor to refer to note No. 363 of February 18, 1981 which, translated into Spanish, reads as follows:

[For the English language text, see p. 2.]

I take pleasure in informing you that the Government of Mexico concurs in the terms of the transcribed note and therefore agrees that note No. 363 and this reply shall constitute an agreement between our two governments modifying the Agreement of November 9, 1972, Concerning Frequency Modulation Broadcasting in the 88 to 108 MHz Frequency Band, and entering into force on the date of this reply.

I avail mysef if this opportunity to renew Your Excellency the assurances of my very high consideration.

Alfonso de Rosenzweig Diaz

Assistant Secretary of Foreign Relations

His Excellency
John Arthur Ferch,
Charge d'Affaires ad interim
of the United States of America,
Mexico, D.F.

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HONDURAS

Agricultural Commodities

Agreement signed at Tegucigalpa May 22, 1981;
Entered into force May 22, 1981.

(1965)

TIAS 10160

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CONVENIO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE HONDURAS PARA LA VENTA DE PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el Gobierno de Honduras convienen en la venta de productos agrícolas especificados en páginas posteriores. Forman parte de este Convenio el Preámbulo y los Capítulos I y III del Convenio firmado el 27 de febrero de 1979, junto con el Capítulo II abajo descrito:

CAPITULO II - CLAUSULAS PARTICULARES

ARTICULO I. Tabla de Productos

Producto	Período de Suministro (Año Fiscal de los Estados Unidos)	Cantidad Máxima Aproximada (Toneladas Métricas)	Valor Máximo en el Mercado de de Exportación (Millones)
Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Trigo/Harina de Trigo (Base de Trigo)	1981	20,000	$3.8
Wheat/Wheat Flour (Wheat Basis)	1981	20,000	$3.8
TOTAL			$3.8

ARTICULO II. Términos de Pago: Crédito en Dólares

A. Pago Inicial - Cinco (5) Por Ciento.

B. Pago en Moneda Local - Ninguno.

C. Número de Pagos de Amortización - Diez y nueve (19).

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES AND THE GOVERNMENT OF HONDURAS FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Honduras agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the agreement signed February 27, 1979,[1] together with the following Part II.

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

ITEM II. Payment Terms: Dollar Credit (DC)

A. Initial Payment - Five (5) Per Cent.

B. Currency Use Payment - None.

C. Number of Installment Payments - Nineteen (19).

[1] TIAS 9521; 30 UST 5695.

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D. Monto de Cada Pago de Amortización - Montos aproximadamente iguales.

E. Fecha de Vencimiento del Primer Pago de Amortización - Dos (2) años a partir de la fecha de la última entrega de productos durante cada año calendario.

F. Tasa de Interés Inicial - Dos (2) Por Ciento.

G. Tasa de Interés Posterior - Tres (3) Por Ciento.

ARTICULO III. Tabla de Mercadeo Normal:

Producto	Período de Importación (Año Fiscal de los E.U.)	Requisitos Normales de Mercadeo
Trigo/Harina de Trigo (Base de Trigo)	1981	51,000 Toneladas Métricas

D. Amount of Each Installment Payment - Approximately equal amounts.

E. Due Date of First Installment Payment - Two (2) years after the date of last delivery of commodities in each calendar year.

F. Initial Interest Rate - Two (2) Per Cent.

G. Continuing Interest Rate - Three (3) Per Cent.

ITEM III. Usual Marketing Table

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirement
Wheat/Wheat Flour (Wheat Basis)	1981	51,000 Metric Tons

ARTICULO IV. Limitaciones de Exportación

A. Período de Limitación de Exportación: El Período de limitación de exportación será el año fiscal 1981 de los Estados Unidos o cualquier otro año fiscal subsiguiente de los Estados Unidos durante el cual estén siendo importados o utilizados los productos financiados bajo este Convenio.

B. Productos a los que aplica las Limitaciones de Exportación: Para los propósitos del Capítulo I, Artículo III A (4) de este Convenio, los productos que no pueden ser exportados son: para el trigo/harina de trigo, trigo, harina de trigo, trigo aplastado, sémola, farina y bulgar (o

ITEM IV. Export Limitations

A. Export Limitation Period: the export limitation period shall be United States fiscal year 1981, or any subsequent United States fiscal year during which commodities financed under this Agreement are being imported or utilized.

B. Commodities to which Export Limitations apply: For the purposes of Part I, Article III A (4) of this Agreement, the commodities which may not be exported are: for wheat/wheat flour - wheat, wheat flour, rolled wheat, semolina, farina, and bulgur (or the same products under a

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los mismos productos bajo diferentes nombres).

ARTICULO V. Medidas de Autoayuda

A. Al poner en ejecución estas medidas de autoayuda, deberá hacerse énfasis específico en contribuir directamente al desarrollo del progreso en las áreas rurales de escasos recursos y en permitir a la población pobre de estas áreas su participación activa en el aumento de la producción agrícola a través de la agricultura de pequeñas fincas.

B. El Gobierno de Honduras conviene en programas para las siguientes áreas:

1. Aumentar el número y mejorar la calidad de profesionales adiestrados que trabajan en el sector agrícola, a través de la capacitación en servicio y becas.

2. Fortalecer la universidad agrícola de Honduras (CURLA) y aumentar la cantidad de graduados de la misma universidad.

3. Establecer un sistema efectivo de todo el sector agrícola para el análisis de política, planificación, contabilidad, coordinación, seguimiento de operaciones y evaluación a nivel central y regional.

4. Reestructurar el servicio de extensión agrícola, incorporando lideres comunales paratécnicos dentro del programa de extensión y aumentar el número de agronomos profesionales empleados en extensión.

5. Reorientar la red de investigación agrícola para enfatizar el sistema de

different name).

ITEM V. Self-Help Measures

A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Honduras agrees to programs in the following areas:

1. Increase the number and improve the quality of trained professionals working in the agricultural sector through both participant and in-service training.

2. Strengthen the Honduran agricultural university (CURLA) and increase the quantity of graduates of that university.

3. Establish an effective sector-wide system for policy analysis, planning, budgeting, coordination, operations follow-up and evaluation at central and regional levels.

4. Restructure the extension service, incorporating community leader paratechnicians into the extension program and increasing the number of professional agronomists employed in extension.

5. Reorient the agricultural research network to emphasize farm system research carried out

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investigación de fincas llevado a cabo en las tierras de pequeños agricultores.

6. Orientar al Banco Nacional de Desarrollo Agrícola para que sea un banco de desarrollo agrícola más eficiente, asistiendo el desarrollo de los pequeños agricultores.

7. Financiar proyectos pequeños de infraestructura en comunidades rurales tales como carreteras, irrigación, drenaje, reforestación y estructuras de almacenamiento.

8. Continuar prestando asistencia a las asociaciones cooperativas agrícolas.

9. Tomar medidas para mejorar la eficiencia administrativa de las instituciones públicas del sector agrícola.

10. Tomar acciones a fin de aumentar la eficiencia y efectividad en la aplicación de las regulaciones y leyes de la reforma agraria.

11. Asegurar la ejecución oportuna de las actividades contempladas bajo el Proyecto de Manejo de Recursos Naturales (522-0168).

ARTICULO VI. Fines de Desarrollo Económico para los Cuales el País Importador Utilizará los Fondos por la Venta de Trigo Importado Bajo este Convenio

A. Los fondos resultantes que acumule el país importador de la venta de productos financiados bajo este Convenio serán utilizados para financiar las medidas de autoayuda especificadas en este Convenio, y para

on small farmer's land.

6. Reorganize the National Agricultural Development Bank into an agricultural development bank focusing on small farmer development.

7. Finance small community infrastructure projects like roads, irrigation, drainage, reforestation, and storage structures.

8. Continue to provide assistance to agricultural cooperative associations.

9. Take measures to improve the administrative efficiency of the public agricultural sector institutions.

10. Undertake activities which will increase the efficiency and effectiveness of the land reform laws and regulations.

11. Assure the timely execution of the activities contemplated under the Natural Resources Management Project (522-0168).

ITEM VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be Used:

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for the agriculture

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los sectores de agricultura y de salud, de una manera orientada a aumentar el acceso de las personas de escasos recursos en el país receptor, a un adecuado y estable suministro de alimentos nutritivos.

B. En la utilización de los fondos resultantes para estos propósitos deberá darse énfasis en mejorar directamente el nivel de vida de la población de más escasos recursos del país receptor y su capacidad de participar en el desarrollo de su país.

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados para tal efecto, firman el presente Convenio en los idiomas inglés y español. En caso de discrepancia entre las versiones en inglés y en español de este Convenio, la versión en inglés será la que prevalezca.

Dado en Tegucigalpa a los 22 días del mes de mayo de 1981.

and health sectors in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement in English and Spanish languages. In the event of discrepancy between the English and Spanish versions of this Agreement, the English will prevail.

Done at Tegucigalpa this 22nd day of May, 1981.

REPUBLICA DE HONDURAS

Lic. J. Hernan Galeas
Ministro de Hacienda y Credito Público
Por Ley
Minister of Finance and Public Credit
By Law

UNITED STATES OF AMERICA

Jack R. Binns
Ambassador of the United States of America
Embajador de los Estados Unidos de America

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ARGENTINA

Agriculture: Cooperation in Agriculture, Livestock and Forestry

Agreement signed at Washington May 20, 1981;
Entered into force May 20, 1981.

(1971)

TIAS 10161

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AGREEMENT BETWEEN THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA AND THE MINISTRY OF AGRICULTURE AND LIVESTOCK OF THE ARGENTINE REPUBLIC FOR COOPERATION IN THE FIELDS OF AGRICULTURE, LIVESTOCK AND FORESTRY

The Department of Agriculture of the United States of America (hereinafter referred to as "the Department") and the Ministry of Agriculture and Livestock of the Argentine Republic (hereinafter referred to as "the Ministry"), having taken into account the Agreement for Scientific and Technical Cooperation between the two countries signed in Buenos Aires on April 7, 1972, and extended in April 1977,[1] and the discussions held between representatives of the Department and the Ministry ("the Parties") in Washington on December 12-13, 1978, mutually desire to expand cooperation in fields of agriculture, livestock and forestry. Toward this end the Parties recognize the need to strengthen scientific and technical collaboration in these areas and therefore conclude the following Agreement.

[1] TIAS 7442; 23 UST 2534.

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ARTICLE I

The Parties will establish and develop a program of cooperation in fields of mutual interest concerning agriculture, livestock and forestry. To expand scientific and technical cooperation, the Parties will encourage activities in the areas of agricultural technology, animal husbandry, information and extension services, plant health, forecasting, crop insurance, forestry, soil conservation, farm management and in other fields which may be considered to be of mutual benefit to the Parties. Forms of cooperative activities will include training, extension, scientific exchange, information exchange, and research, following consultation with experts of both countries. Implementation arrangements and customs exemptions with respect to the above activities will be as mutually agreed and in conformity with the regulations of the Parties.

ARTICLE II

1. In order to promote cooperation under this Agreement, a working group for agricultural scientific and technological cooperation between the United States of America and the Argentine Republic shall be established. The working group will meet periodically to review and evaluate project activities, propose new activities and initiate means for project implementation.

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2. To promote cooperation in the area of animal health, the Parties also agree to reestablish the Joint Commission on Aftosa with extended responsibilities to include other animal health problems, as necessary. To facilitate efforts in this field the Parties agree to promote exchange visits, exchange of information, and other programs of cooperation between the animal health specialists of both countries.

3. The working group and Joint Commission will consist of representatives of both countries as designated by the Parties and will hold meetings as mutually agreed in the United States and Argentina alternately. Administrative responsibility for meetings of the working group and Joint Commission shall be assumed by the chairman of the delegation of the country.

ARTICLE III

To encourage total participation in this program by the farm, university and business communities in the two countries, both Parties declare their intention to facilitate access and contacts between specialists from these groups through symposia, conferences, exchange visits, and by such other means as may be agreed upon by the Parties.

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ARTICLE IV

To ensure a more reliable and timely flow of economic and administrative information, both Parties agree to cooperate in exchanging information regarding collection methodology and evaluation of data in the fields of agriculture, livestock and forestry. Parties agree to hold periodic consultations in this field at the request of either Party.

ARTICLE V

To extend the benefits of agricultural cooperation, the Parties may, as mutually agreed, invite scientists, technicians, and organizations of third countries or international organizations to participate in activities under this Agreement.

ARTICLE VI

Scientific and technological information which derives from cooperative efforts under this Agreement may be shared, unless agreed otherwise, with the international scientific community through customary channels and in conformity with the normal procedures of the Parties.

ARTICLE VII

Each side will bear the costs of its participation in any cooperative activity that takes place under the Agreement, unless otherwise agreed by the Parties. All activities under the Agreement are subject to the availability of funds.

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ARTICLE VIII

The Secretary of Agriculture of the United States has designated the Department's Office of International Cooperation and Development as the responsible entity for implementing this Agreement for the Department. The Minister of Agriculture of the Argentine Republic has designated the International Agricultural Service as the responsible entity for implementing this Agreement for the Ministry.

ARTICLE IX

Nothing in this Agreement shall prejudice or modify any existing agreements or understandings between the Department and the Ministry or their respective Governments.

ARTICLE X

This Agreement shall enter into force when signed by both Parties and remain in force for a period of five years, unless extended by written agreement of the Parties. During the time the Agreement is in force, it may be terminated by either Party upon six months written notice to the other Party. In the event of termination of the Agreement, necessary arrangements will be made for the completion of any activities which may be underway under the Agreement.

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DONE at Washington, this twentieth day of May, 1981, in duplicate, in the English and Spanish languages, both equally authentic.

FOR THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA:

John R Block[1]

FOR THE MINISTRY OF AGRICULTURE AND LIVESTOCK OF THE ARGENTINE REPUBLIC:

[2]

[1] John R. Block.
[2] Jorge Aguado.

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ACUERDO SOBRE EL DESARROLLO DE COOPERACION AGRICOLA ENTRE EL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS DE NORTE AMERICA Y EL MINISTERIO DE AGRICULTURA Y GANADERIA DE LA REPUBLICA ARGENTINA

El Departamento de Agricultura de los Estados Unidos de América (en adelante "El Departamento"), y el Ministerio de Agricultura y Ganadería de la República Argentina (en adelante "El Ministerio"), habiendo tomado en cuenta el Acuerdo de Cooperación Científica y Técnica entre los dos países firmado en Buenos Aires el 7 de abril de 1972, y prorrogado en abril de 1977, y las conversaciones mantenidas entre los representantes del Departamento y el Ministerio ("Las Partes") en Washington el 12-13 de diciembre de 1978, de común acuerdo desean extender la cooperación en asuntos agrícolas, ganaderos y forestales. Con este fin las partes reconocen la necesidad de fortalecer la colaboración científica y técnica en estas áreas y por lo tanto concluyen el siguiente Acuerdo.

ARTICULO I

Las partes establecerán y desarrollarán un programa de cooperación en asuntos de mutuo interés concernientes a cuestiones agrícolas, ganaderas y forestales. Para ampliar la cooperación técnica y científica, las partes fomentarán las actividades en las áreas de tecnología agrícola, producción animal, servicios de extensión e información, sanidad vegetal, pronósticos, seguros de cosechas, ingeniería forestal, conservación de suelos, administración de granjas y en otros asuntos que

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puedan ser considerados de beneficio mutuo para las partes. Las actividades de cooperación incluirán capacitación, extensión, intercambio científico, intercambio de información, e investigación, previa consulta con expertos de ambos países. Los arreglos para la ejecución, así como las franquicias aduaneras para dichas actividades se ajustarán de común acuerdo y de conformidad con los reglamentos de las partes.

ARTICULO II

Para promover la cooperación según este Acuerdo, se creará un Grupo de Trabajo de Cooperación Agrícola, Científica y Tecnológica entre "Las Partes". El Grupo de Trabajo se reunirá periódicamente para revisar y evaluar las actividades proyectadas, proponer nuevas actividades y los medios para la ejecución de las mismas.

Para promover la cooperación sobre sanidad animal, las Partes acuerdan reestablecer la Comisión Mixta sobre Fiebre Aftosa con mayores responsabilidades para incluir otros problemas de sanidad animal según sea necesario. Para facilitar los esfuerzos en este campo, las Partes acuerdan promover el intercambio de visitas, el intercambio de información, y otros programas de cooperación entre los especialistas de sanidad animal de ambos países.

El Grupo de Trabajo y la Comisión Mixta se formarán con representantes de ambos países según sean designados por las Partes y se reunirán una vez al año alternadamente en Argentina y Los Estados Unidos o según lo establezcan de mutuo acuerdo. El Presidente de la Delegación del país en que tenga lugar la reunión asumirá la responsabilidad administrativa de las reuniones de dichas comisiones.

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ARTICULO III

Para estimular la participación total en este programa de las comunidades agrícolas, universitarias y comerciales de los dos países, las Partes declaran la intención de facilitar el acceso y contacto entre especialistas de estos grupos mediante simposios, conferencias, intercambio de visitas, y todo otro medio que las Partes pudieren acordar.

ARTICULO IV

Para un acceso seguro y oportuno a la información económica y administrativa, las Partes aceptan cooperar en el intercambio de información con respecto a la recopilación, metodología y evaluación de datos en los campos agrícola, ganadero y forestal. Las Partes aceptan mantener consultas periódicas en esta aérea a pedido de cualquiera de ellas.

ARTICULO V

Para ampliar los beneficios de la cooperación agrícola, las Partes pueden, de mutuo acuerdo, invitar a científicos, técnicos y organizaciones de terceros países u organizaciones internacionales a participar en las actividades mencionadas en este acuerdo.

ARTICULO VI

La información técnica y científica que derive de las actividades de cooperación establecidas en este Acuerdo, puede ser compartida, a menos que se decida lo contrario, con la comunidad científica internacional por los canales acostumbrados y de conformidad con los procedimientos normales de las Partes.

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ARTICULO VII

Cada participante cubrirá los costos de su participación en toda actividad de cooperación que se desarrolle según este Acuerdo, a menos que las partes decidan lo contrario. Todas las actividades en virtud de este Acuerdo estarán sujetas a la disponibilidad de fondos.

ARTICULO VIII

El Ministro de Agricultura de la República ha designado al Servicio Agrario Internacional como la entidad responsable por la ejecución de este Acuerdo en nombre del Ministerio.

El Secretario de Agricultura de los Estados Unidos ha designado a la Oficina de Desarrollo y Cooperación Internacional del Departamento, como entidad responsable por la ejecución de este Acuerdo en representación del Departamento.

ARTICULO IX

Nada en este Acuerdo afectará o modificará acuerdos o convenios preexistentes entre el Departamento y El Ministerio de Estado o sus respectivos gobiernos.

ARTICULO X

Este Acuerdo entrará en vigor una vez suscrito por ambas Partes, y continuará vigente durante cinco años a menos que su prórroga sea convenida mutuamente. Durante el período en que el acuerdo esté en vigencia podrá ser revocado por cualquiera de las Partes mediante notificación por escrito a la otra Parte, con seis meses de antelación.

En caso de ponerse término al Acuerdo, se realizarán los arreglos necessarios para el cumplimiento de las actividades que ya hubieran sido iniciadas en virtud del mismo.

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Hecho en Washington, D.C., a los veinte días del mes de mayo, 1981, en duplicado, en los idiomas inglés, y español, siendo ambos textos igualmente auténticos.

Por el Departamento de Agricultura de los Estados Unidos de América.

John R. Block
Secretario de Agricultura

Por el Ministerio de Agricultura y Ganadería de la República Argentina

Jorge Aguado
Ministro de Agricultura y Ganadería

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SRI LANKA

Agricultural Commodities

Agreement signed at Colombo May 29, 1981;
Entered into force May 29, 1981.
With agreed minutes.

(1983)

TIAS 10162

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AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE
GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
FOR THE SALE OF AGRICULTURAL COMMODITIES UNDER THE
PUBLIC LAW 480, TITLE I[1] PROGRAM

The Government of the United States of America and the Government of the Democratic Socialist Republic of Sri Lanka agree to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III, of the Title I Agreement signed March 25, 1975,[2] together with the following Part II:

Part II

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat	1981	100,000	$18.2
Total			$18.2

Item II. Payment Terms: (Convertible Local Currency Credit)

1. Initial Payment - 5 percent
2. Currency Use Payment - None
3. Number of Installment Payments - 31
4. Amount of Each Installment Payment - Approximately equal annual amounts
5. Due date of First Installment Payment - 10 years after date of last delivery of commodities in each calendar year
6. Initial Interest Rate - 2 percent per annum
7. Continuing Interest Rate - 3 percent per annum

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Wheat and/or Wheat Flour (Grain Equivalent Basis)	1981	350,000

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 8107; 26 UST 1244.

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Item IV. Export Limitations:

A. The export limitation period shall be the United States fiscal year 1981 or any subsequent fiscal year during which commodities financed under this Agreement are being imported or utilized.

B. For the purpose of Part I, Article III A 4 of the Agreement, the commodities which may not be exported are: wheat, wheat flour, rolled wheat, semolina, farina, or bulgur (or the same product under a different name), except exports of up to 20,000 metric tons of wheat flour to Republic of Maldives are allowed.

Item V. Self-Help Measures:

A. The Government of Sri Lanka agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Sri Lanka agrees to:

1. Integrate Food and Agricultural Policy:

a. Undertake the development of an integrated national agriculture/food/nutrition strategy in basic foods and prepare a long-term (5-10 year), comprehensive investment plan which specifies domestic and external resources required for implementation of the strategy. The strategy will identify the necessary supporting policies for an integrated production, marketing, and consumption strategy.

b. The strategy should include a component of food production and food distribution policies directed toward alleviating malnutrition among lower income groups.

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c. The strategy should include a review of the relationship among international food markets (including secondary crops), price fluctuations and national food reserves.

d. Emphasize data collection and statistical analysis to support the strategy, including estimates of agricultural production and consumption. Specifically, data should be collected and analyzed on household food consumption and expenditure.

e. Provide increased training for management and technical staff in the appropriate government agencies in the analytical procedures and organizational mechanisms needed to establish integrated national agricultural/food/nutrition strategy.

2. Applied Agricultural Research:

a. Carry out research studies covering the internal marketing, distribution, and transportation systems for agricultural commodities needed to assure adequate supplies in all parts of the country.

b. Find methods and technology for accelerating applied research on food and agricultural crops with particular emphasis given to finding higher yielding varieties, to determining fertilizer requirements, to finding new planting and cropping methods and to improving soil management practices.

3. Storage of Grain:

a. Upgrade storage, handling, and distribution of agricultural commodities at the national, regional, and on-farm level.

b. Reduce losses due to pests and spoilage.

4. Resource Management:

Upgrade reforestation and dry land and watershed management programs. Improve water management practices in new and existing irrigated lands by the implementation of farmer training programs in water management.

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Item VI. Economic Development Purposes For Which Proceeds Accruing to Importing Country Are To Be Used:

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement and for the agriculture and rural development budget sector, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at Colombo this twenty-ninth day of May 1981.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Harry A. Cahill
Chargé d'Affaires a.i.

FOR THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA:

Dr. W. M. Tilakaratna
Secretary
Ministry of Finance and Planning

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[AGREED MINUTES]

EMBASSY OF THE
UNITED STATES OF AMERICA

Colombo, Sri Lanka

May 29, 1981

Mr. Ronnie Weerakoon
Director of External Resources
Ministry of Finance and Planning
Colombo

Dear Mr. Weerakoon:

This letter constitutes the agreed minutes of our negotiations on The Agreement between our Governments to be signed in May 1981, for the sale of wheat under the United States Public Law 480 Title I sales program.

Discussions began with a general review of the provisions of Public Law 480 and AIDTO Circular A-487, dated July 6, 1974, the contents of which are incorporated herein by reference. It was further understood and agreed that:

(1) The Government of Sri Lanka will provide the following information at least five working days before signing The Agreement: (i) type and grade of commodity to be purchased in accordance with official United States standards; (ii) proposed contracting schedules and schedules for deliveries to vessels at United States ports; (iii) names and addresses of Sri Lankan and United States commercial banks through which letters of credit for commodity and ocean freight will be openened, and (iv) assurance that appropriate authorities of the Government of Sri Lanka are prepared to make prompt transfers of funds to cover ocean freight costs on commodities purchased under The Agreement.

(2) Reports required under Part I of the March 25, 1975, Agreement will be prepared in a timely manner and will be complete and responsive. They include quarterly reports on compliance, arrival and shipping information (ADP sheets) (Article III D), and annual reports on self-help (Article III (C)), and use of sales proceeds (Article II (F)). The

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self-help report will address the specific measures set forth in Part II, Item V of The Agreement to be signed in May and the use of sales proceeds will address the specific measures set forth in Part II, Item VI. The Government of Sri Lanka will seek to submit these reports to the Embassy in accordance with the following schedule:

Quarterly Compliance Report	--	20 days after the end of each quarter
Arrival and Shipping Information	--	30 days after receiving sheets to be completed
Annual Self-Help Report	--	November 1 each year
Local Currency Sales Proceeds Report	--	November 1 each year

The Government of Sri Lanka agrees to satisfy the following benchmarks in meeting the self-help objectives:

1. Submit by September 30, 1981 an outline of proposed content and approach for developing an integrated Agriculture/Food/Nutrition strategy paper.

2. (A) Agree to conduct a comprehensive marketing study with USAID support if necessary.

   (B) Identify methods and technology, in progress or planned, for improving agricultural practices (i.e., higher yielding varieties, fertilizer requirements, cropping and soil management).

   (C) Report on progress on A and B in the Annual Self-Help Report.

(3) Measures, as may be mutually agreed, will be taken by the Government of Sri Lanka prior to delivery for the identification and publicity of wheat to be received as being made available on a concessional basis to the Government of Sri Lanka by the people of the United States.

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(4) Sri Lanka will continue commercial imports of wheat from the United States and third countries during FY 1981 in keeping with section 103(O) of PL 480 and Part I, Article III(A)(2) of The Agreement. It will take steps to assure that the United States obtains a fair share of any increase in commercial purchases of wheat.

(5) Sections 106(B) and 109(A) of PL 480 require that consideration be given to the extent to which self-help measures are being taken to increase per capita production and improve means for storage and distribution of agricultural commodities so as to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultral production through small farm agriculture; and use of proceeds for purposes which directly improve the lives of the poorest people and their capacity to participate in development. These requirements are reflected in The Agreement text Part II, Items V and VI and the required reports described in item 2 of these minutes.

(6) The Government of Sri Lanka has made arrangements to relay to the Sri Lanka Embassy in Washington all instructions, information and authority necessary to ensure timely implementation of The Agreement, including: (i) type and grade of commodity to be purchased in accordance with official United States standards, (ii) proposed contracting schedules and schedules for deliveries to vessels, (iii) the names and addresses of Sri Lankan and United States commercial banks through which letters of credit for commodity and ocean freight will be opened, (iv) authority to make prompt transfers of funds to cover ocean freight costs on commodities purchased under The Agreement, (v) complete instructions regarding arrangements for purchasing commodities and contracting for freight (including the appointment of purchasing or shipping agent if applicable), and instructions to contact the Programs Operations Division, Export Credits, Foreign Agricultural Service, United States Department of Agriculture, telephone (202) 447-5780 for further assistance in implementing The Agreement.

(7) Purchases of food commodities under The Agreement must be made on the basis of Invitations for Bids (IFB's) publicly advertised in the United States and on the basis of bids

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(offers) which must conform to the IFB. Bids must be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive, and responsive bid procedures.

(8) The terms of all Invitations for Bids (including IFB's for ocean freight) must be approved by the General Sales Manager, Foreign Agricultural Service, Export Credits, United States Department of Agriculture, prior to issuance.

(9) The Government of Sri Lanka must notify the General Sales Manager, Foreign Agricultural Service, Export Credits, United States Department of Agriculture in writing of nomination of any purchasing or shipping agent to procure commodities or arrange ocean transportation under The Agreement and provide a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the Foreign Agricultural Service in accordance with regulatory standards designed to eliminate potential conflicts of interest.

(10) Commodity and ocean freight suppliers may refuse to load vessels when acceptable letters of credit for both commodity and ocean freight are not available at the time of loading. This can result in costly claims for the account of the Government of Sri Lanka by commodity suppliers for carrying charges and by vessel owners for demurrage.

(11) Letters of credit for one hundred (100) percent of ocean freight must be opened not later than forty-eight (48) hours prior to vessel presentation for loading, providing for sight payment or acceptance of a draft in United States dollars in favor of the ocean transportation supplier on the basis of tonnage and rates specified in the applicable charter party, or booking rate. Where the ocean freight contract provides for demurrage and dispatch, ninety (90) percent must be paid promptly on arrival of cargo. The remaining ten (10) percent, less dispatch of any, should be paid promptly to the carrier upon completion of the laytime statement. In the event of dispute as to the amount of dispatch, the owner should receive the ten (10) percent less disputed dispatch or, if there is demurrage, the full ten (10) percent plus the demurrage not in dispute. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not be deducted from the ocean freight.

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(12) Appropriate measures will be taken to ensure that operable letters of credit for both commodity and freight will be opened and confirmed or advised by the United States commercial bank(s) previously named by the Government of Sri Lanka as soon as commodities are purchased and ocean freight booked.

(13) The dollar value of The Agreement is the maximum export value and will control the size of actual purchases. If unit prices become higher than those projected in The Agreement, total purchases will be limited to the dollar value specified in The Agreement.

(14) Wheat bran, offals and middlings are excluded from the list of commodities that may not be exported under Part II, Item IV, of The Agreement.

Sincerely,

Marvin J. Hoffenberg
First Secretary
American Embassy

I concur with the above text

Ronnie Weerakoon, Director
Department of External Resources
Ministry of Finance and Planning

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REPUBLIC OF KOREA

Education

Memorandum of understanding signed at Seoul October 28, 1981;
Entered into force October 28, 1981.

(1993)

TIAS 10163

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MEMORANDUM OF UNDERSTANDING ON EDUCATION BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE REPUBLIC OF KOREA

Desiring to promote better understanding between the peoples of the United States and the Republic of Korea, and to celebrate the forthcoming centennial year which commemorates the opening of official diplomatic relations between the two countries;

Recalling the Joint communique of February 2, 1981[1] issued by the President of the United States and the President of the Republic of Korea which called for the further promotion of mutual understanding and exchanges between the two peoples;

and recognizing that the peoples of the United States and the Republic of Korea share similar, deeply held values about life, freedom, the dignity of the individual and the search for knowledge;

The parties to this agreement have, therefore, agreed as follows:

[1] Department of State *Bulletin*, Mar., 1981, p. 14.

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Article I

GENERAL PRINCIPLES

The parties shall enhance and expand cooperative efforts in education according to the following general principles:

A. The parties will encourage and develop exchanges and cooperation in the field of education on the basis of equity, mutual benefit, and reciprocity.

B. Such exchanges and cooperation shall be subject to the constitutions and applicable laws and regulations of the respective countries. Within this framework, the parties shall make every effort to promote favorable conditions for the fulfillment of these exchanges and cooperation.

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C. The activities undertaken as part of this Memorandum will be conducted in the United States by the U.S. Department of Education and in Korea by the Korean Ministry of Education.

D. The cooperation provided for in the Memorandum shall seek to emphasize new areas for exchanges and joint activities, avoiding duplication of existing programs in the field of education.

Article II

METHODS OF COOPERATION

A. In carrying out the general principles of this Memorandum the parties will:

1. Provide for mutually beneficial educational activities involving:

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researchers and faculty members for study and research; professors and teachers to lecture, offer instruction, and conduct research; and specialists and delegations in various fields of education; and

2. Facilitate exchange of information and linkages between appropriate organizations through sharing of educational and teaching materials, including textbooks, syllabi and curricula, materials and methodology, samples of teaching, instruments, and visual aids.

B. The parties shall emphasize the study and teaching of each other's language and culture through the development of exchanges and cooperation listed above and through other mutually agreed measures.

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C. The parties shall also encourage and facilitate the establishment of direct relationships between institutions and individuals in the two countries that are not within the direct jurisdiction of the parties or their implementing bodies.

Article III

ORGANIZATION AND COOPERATION

A. The executive agency of the United States of America shall be the U.S. Department of Education, in consultation with the U.S. Department of State, and the U.S. International Communication Agency. The executive agency which will be responsible for fulfilling the terms of this agreement for the Republic of Korea shall be the Korean Ministry of Education, in consultation with the Korean Ministry of Foreign Affairs.

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B. The representatives of these agencies will meet periodically to review the implementation of exchanges and cooperation and to develop specific programs of exchanges. At these meetings, which may include representatives of other interested organizations as appropriate, they will also exchange views on the status of educational and cultural cooperation between the two countries. The preparation of such meetings, their timing and their agenda, will be established through diplomatic channels.

Article IV

METHOD OF IMPLEMENTATION

A. In implementation of various provisions of this Memorandum the parties have established a program of exchanges for the two-year period 1982-84, which is annexed to and constitutes an integral part of this Memorandum.

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B. As specified in Article 1, Section C, these activities shall be conducted by the Department of Education of the United States of America and the Ministry of Education of the Republic of Korea.

Article V

FINANCING

Both parties agree that the financing of the programs provided for in this Memorandum shall be drawn from the funds allocated in the budget for their respective agencies, subject to the availability of funds and laws and regulations of both countries.

In general, each side shall bear the costs of its participation.

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Article VI

TERMS OF MEMORANDUM

This Memorandum shall enter into force upon signature and remain in force until September 30, 1984, after which it will continue for successive three-year periods unless one party notifies the other of the termination thereof not less than six months prior to its expiration.

Done on 28th October, 1981 in Seoul duplicate, in the English and Korean languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Richard L. Walker [1]

SEAL]

FOR THE GOVERNMENT OF THE REPUBLIC OF KOREA

Kyu Ho Rhee [2]

[SEAL]

[1] Richard L. Walker.
[2] Kyu Ho Rhee.

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ANNEX

PROGRAM OF EXCHANGES FOR 1982-84

In implementation of various provisions of the Memorandum of Understanding between the United States of America and the Republic of Korea signed at Seoul on 28th October 1981, the parties have agreed on the following programs of exchanges for the period of October 20, 1981 to September 30, 1984.

EXCHANGES

1. The U S. Department of Education will sponsor a six-week seminar in Korea during the summer of 1982 for up to 10 United States teachers of the Korean language to improve the participants' fluency in the Korean language and to update their knowledge of Korean culture.

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2. The Korean Ministry of Education will sponsor a six-week seminar in the United States during the summer of 1982 for 40 Korean English teachers to improve the participants' fluency in the English language and to increase their knowledge of American culture.

3. The U.S. Department of Education will sponsor a six-week seminar in Korea during the summer of 1982 for 10 to 15 United States social studies, history and civilization teachers, supervisors, and curriculum development personnel. The seminar would include a survey of Korean history, institutions and culture, leading to the development of instructional materials for use in the participants' schools.

4. The Korean Ministry of Education will sponsor a two-week seminar in Korea during the summer of 1982 for 20 United States textbook authors on social studies, history and civilization. The

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seminar would include a survey of Korean history, institutions and culture.

5. The U.S. Department of Education will provide the opportunity to United States school districts, state departments of education, or consortia of teacher training institutions to bring up to five Korean curriculum specialists to the United States for an academic year beginning in 1982 to assist state departments of education and elementary and secondary school systems to improve curriculum materials relating to Korean culture and languages. These specialists will be assisted on the United States side to carry out research and study on the United States educational system, as appropriate.

6. The Korean Ministry of Education will support Korean Studies programs in United States colleges for the purpose of encouraging better understanding of Korean culture.

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7. The U. S. Department of Education and the Korean Ministry of Education will each sponsor a ten-person delegation of educational specialists to learn about progress and developments, to exchange curriculum materials and to explore possibilities for joint research in the following areas:

a. Vocational Education

b. Adult Education

c. Computer-assisted Instruction

d. Education for the Handicapped

e. Educational Testing

f. Pre-school Education

g. Arts Education

h. Educational Television

i. Science Education

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8. The U.S. Department of Education and the Korean Ministry of Education will exchange books and other materials and will encourage institutions in the two countries to exchange materials.

9. A symposium on foreign language instruction will be held in 1983 in Washington D.C., for specialists and educators from Korea in the field of English teaching, and a second in 1984 in Seoul, Korea for United States specialists and educators in the field of teaching the Korean language. Equal numbers of delegates shall be designated by the respective countries.

10. The U.S. Department of Education and the Korean Ministry of Education will promote the exchange of gifted elementary school children's art.

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미합중국 정부와 대한민국 정부간의 교육에 관한 양해각서

미합중국 국민과 대한민국 국민간의 이해를 일층 증진할 것을 희망하고, 양국간의 공식 외교관계 수립을 기념하는 다가올 100주년을 축하하며,

양국 국민간의 상호 이해와 교류를 더욱 증진시킬 것을 요구하는 미합중국 대통령과 대한민국 대통령의 1981년 2월 2일자 공동성명을 상기하면서, 또한

미합중국과 대한민국 국민은 생명, 자유, 개인의 존엄성과 지식의 탐구에 관하여 유사하고 유태깊은 가치를 공유하고 있음을 인식하면서,

본 협정의 당사국은 다음과 같이 합의하였다.

제 1 조
일반원칙

당사국은 다음과 같은 일반원칙에 따라 교육에 있어서의 공동노력을 고양하고 확대한다.

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가. 당사국은 평등, 호혜 및 상호주의에 입각하여 교육분야에 있어서 교류와 협력을 장려하고 발전시킨다.

나. 상기 교류와 협력은 각국의 헌법과 유효한 법령에 따른다. 동 법령의 범위내에서 당사국은 상기 교류와 협력을 이행하기 위한 유리한 조건을 증진하기 위하여 모든 노력을 경주한다.

다. 본 각서의 일부로서 착수되는 사업은 미합중국에서는 연방 교육성이, 대한민국에서는 문교부가 수행한다.

라. 본 각서에 규정된 협력은 교육분야에 있어서의 기존 계획의 중복을 피하면서 교류와 공동사업을 위한 새로운 분야에 중점을 두도록 한다.

제 2 조

협력방법

1. 본 각서의 일반원칙을 수행함에 있어서, 당사국은 :

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가. 학습과 연구를 위한 연구원과 교직원, 강의와 연구를 행할 교수와 교사, 교육의 제분야에 있어서의 전문가와 대표단을 포함하는 상호 유익한 교육활동을 제공한다. 또한,

나. 교과서, 교수요목 및 교육과정, 교육 방법론에 관한 교재, 교수표본, 교구와 시청각교재를 포함하는 교육 및 교수자료의 교환을 통한 해당기관간의 정보 교환과 유대를 촉진한다.

2. 당사국은 상기에 열거된 교류와 협력을 발전시키고 여타 상호 합의된 방법을 통하여 상대국의 언어와 문화에 대한 연구와 교수에 중점을 둔다.

3. 당사국은 또한 그들 당사국 혹은 당사국의 집행기구의 직접적인 관할하에 있지 않은 양국 기관과 개인간의 직접적인 상호관계 수립을 조장하고 촉진한다.

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제 3 조

조직 및 협력

1. 본 협정의 규정을 이행하기 위한 집행기관은 미국의 경우 연방고육성으로, 협의기관은 국무성 및 국제교류처로하며, 대한민국의 경우 집행기관은 문교부로, 협의기관은 외무부로 한다.

2. 동 집행기관의 대표들은 고류와 협력의 이행을 검토하고 특정 고류 계획을 발전시키기 위하여 정기적으로 회합한다. 여타 관련기구의 대표들도 적절히 참가할 수 있는 동 회합에서는 양국간의 교육 및 문화협력에 관하여 의견을 교환한다.

동 회합의 준비, 시기 및 의제는 외교경로를 통하여 결정된다.

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제 4 조
이행방법

1. 본 각서의 제규정을 이행함에 있어 당사국은 1982-84년 2년 기간동안의 교류 계획을 수립하였으며, 이는 본 각서에 부속되며 동 각서와 불가분의 일부분을 구성한다.

2. 제1조 다항에 명시된 바와 같이 동 사업은 미합중국의 연방교육성과 대한민국의 문교부가 시행한다.

제 5 조
재 정

양 당사국은, 본 각서에 규정된 계획의 재정은 기금의 가용성과 양국의 법령에 따라, 그들 각기관의 예산에 할당된 기금으로부터 지급될 것에 합의한다. 일반적으로 각 당사국은 참가에 따른 비용을 각자 부담한다.

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제 6 조

각서의 기한

본 각서는 서명시 발효되며, 1984년 9월 30일까지 유효하되 그 이후 일방당사국이 본 각서의 만료 6개월전에 그 폐기를 타방 당사국에통고하지 아니하는 한 계속하여 3년간 유효하다.

1981년 10월 28일 서울 에서 동등히 정본인 영어 및 한국어본 각 2부를 작성하였다.

미합중국정부를 위하여

Richard L. Walker

대한민국정부를 위하여

이 범 호

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부 속 서

*1982-84*년도 교류 계획

미합중국과 대한민국간에 *1981*년 *10*월 *28*일자로 서울에서 서명된 양해각서의 제규정을 이행함에 있어서, 당사국은 *1981*년 *10*월 *20*일 부터 *1984*년 *9*월 *30*일간의 다음과 같은 교류 계획에 합의하였다.

교 류

1. 미합중국 연방교육성은 *10*명이내의 미국인 한국어 교사에 대하여 *1982*년 하기기간동안 한국어 언어능력 향상과 한국 문화에 관한 지식 증진을 위하여 한국에서의 *6*주간의 세미나를 후원한다.

2. 대한민국 문교부는 *1982*년 하기기간중 *40*명의 한국인 영어 교사에게 영어능력 향상과 미국문화의 지식증진을 위하여 미국에서의 *6*주간의 세미나를 후원한다.

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3. 미합중국 교육성은 1982년 하기기간중 10-15명의 미국인 사회생활, 역사 및 문학사 교사, 장학사 및 교육과정 전문가들에게 한국에서의 6주간의 세미나를 후원한다. 본 세미나에는 참석자들의 학교에서 사용할 교수자료를 개발할 수 있도록 한국의 역사, 제도 및 문화의 연구가 포함된다.

4. 대한민국 문교부는 1982년 하기기간중 20명의 미국인 사회생활, 역사 및 문학교과서 저자들에게 한국에서의 2주간의 세미나를 후원한다. 본 세미나는 한국의 역사, 제도 및 문화의 연구를 포함한다.

5. 미합중국 연방교육성은 연방 교육위원회, 주 교육청 및 교사 연수기관협회가 5명이내의 한국인 교육과정 전문가들을 1982학년도 초학기에 미국에 초청하여 한국문화와 언어에 관련된 교육과정 자료들을 개선시키도록 주 교육청과 초중등 교육기관들을 보조할 기회를 제공한다.
이 전문가들이 체미중 미국의 교육제도에 관한 연구 및 학습을 실시할 필요가 있다고 판단될 때에는 연방교육성이 이들 연구활동을 위하여 협력을 제공한다.

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6. 대한민국 문교부는 미국의 대학교에서 한국의 문화에 대한 이해를 증진시키기 위한 한국학 프로그램을 지원한다.

7. 미합중국 연방교육성과 대한민국 문교부는 다음 각 분야에서의 진행과 발전에 관한 학습, 교과과정 자료의 교환 및 공동연구의 가능성 모색을 위한 10명의 교육전문가 위원단을 각각 지원한다.

가. 직업교육
나. 성인교육
다. 컴퓨터 강좌
라. 신체장애자 교육
마. 교육평가
바. 취학전 교육
사. 예술교육
아. 교육텔레비죤
자. 과학교육

8. 미합중국 교육성과 대한민국 문교부는 교재와 기타 자료를 교환하고 양국의 기관들이 동자료를 교환하도록 장려한다.

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9. 1983년 워싱톤에서 영어 교습분야의 한국전문가와 교육자를 위하여, 또한 1984년 서울에서 한국어 교습분야의 미국인 전문가와 교육자들을 위하여 쌍방 외국어 교습에 관한 심포지움을 개최한다. 쌍방은 동수의 대표단을 임명한다.

10. 미합중국 연방교육성과 대한민국 문교부는 예능에 자질이 있는 국민학교 어린이들의 예술교환을 장려한다.

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JAPAN

High Seas Fisheries of the North Pacific Ocean

Memorandum of understanding relating to the protocol of April 25, 1978.
Signed at Washington June 3, 1981;
Entered into force June 3, 1981.

TIAS 10164

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MEMORANDUM OF UNDERSTANDING

The Representatives of the Government of the United States of America and the Government of Japan have agreed to record the following in connection with Article X and Paragraph 1(c) of the Annex to the International Convention for the High Seas Fisheries of the North Pacific Ocean, as amended[1] (hereinafter referred to as "the Convention") by the Protocol Amending the International Convention for the High Seas Fisheries of the North Pacific Ocean signed on April 25, 1978.[2] This memorandum of understanding is intended to cover the period until June 9, 1984, and as long as the Japanese gillnet salmon fishing vessels are permitted to fish in the United States Fishery Conservation Zone (hereinafter referred to as "the U.S. FCZ").

1. The Government of Japan will provide the following statistical data to the Government of the United States within six months of annual termination of the fishery:

(a) For the mothership gillnet salmon fishery, number and species of all marine mammals, particularly Dall's porpoise (Phocoenoides dalli), taken by 1° x 1° INPFC statistical area and 10-day period.

(b) For the land-based gillnet salmon fishery, number and species of all marine mammals, particularly Dall's porpoise, taken by 2° x 5° INPFC statistical area and 10-day period.

(c) For salmon research vessels, number and species of all marine mammals, particularly Dall's porpoise, taken by 1° x 1° INPFC statistical area and 10-day period with corresponding effort in number of tans used.

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[1] TIAS 2786, 4493, 4992, 5385, 9242; 4 UST 388; 11 UST 1503; 13 UST 372; 14 UST 953; 30 UST 1095.

[2] TIAS 9242; 30 UST 1095. See pp. 1161-1166 for the memorandum of understanding appended to the protocol, which this memorandum of understanding updates.

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(d) The numbers of marine mammals, particularly Dall's porpoise, taken, include those which:

(i) Become entangled in salmon gillnets but are lost (drop out) as the gillnets are hauled;

(ii) Become entangled but escape alive or are released alive during hauling;

(iii) Are captured and brought aboard during hauling.

2. Scientists of the United States and Japan will consult annually with a view to developing the most effective research program for determining the status and trends of populations of marine mammals concerned, particularly Dall's porpoise. They will also consult on a joint program of research leading to methods of reducing or eliminating the incidental take of Dall's porpoise in the Japanese mothership gillnet salmon fishery.

3. Scientists of the United States and Japan will exchange all data under the programs referred to in paragraph 2, and will independently or jointly analyze such data, including:

(a) Data on incidental take of Dall's porpoise and other marine mammals, as indicated in paragraph 1 above;

(b) Sighting data to determine Dall's porpoise abundance;

(c) Biological data taken from Dall's porpoise to study life history, to estimate biological and reproductive parameters, and to determine stock differentiation, if any;

(d) Data on results of all experiments and field observations aimed at reducing or eliminating the incidental take of Dall's porpoise.

4. Summary research reports will be submitted to annual meetings of the INPFC Ad Hoc Committee on Marine Mammals or to scheduled meetings of its Scientific Subcommittee. Final reports will be

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made available to the both governments concerned no later than February 1, 1984.

5. To monitor incidental take of marine mammals and verify the data on incidental take of marine mammals in the Japanese mothership gillnet salmon fishery:

(a) The Government of Japan will take necessary measures to ensure, for the period covered by this memorandum, that marine mammal scientific observers of the United States will be accepted on board catcherboats to make observations of incidental take of marine mammals and to record data on environmental conditions and on gear characteristics, throughout the duration of the operations within the U.S. FCZ.

(b) The Government of Japan will take necessary measures to place Japanese scientific observers on board catcherboats to make observations of incidental take of marine mammals and to record data on environmental conditions and on gear characteristics throughout the fishing season inside and outside the U.S. FCZ.

(c) The Government of Japan will take necessary measures to ensure that for each catcherboat and each set made within and outside the U.S. FCZ, accurate records in accordance with the categories defined in paragraph 1(d) will be kept of the number and location of Dall's porpoise taken and that these records will be provided on a daily basis to Japanese inspectors and the marine mammal scientists of the United States on board the motherships referred to in paragraph 7(b) while mothership fleets are operating within the U.S. FCZ and to the Japanese inspec-

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tors while mothership fleets are operating outside the U.S. FCZ.

(d) The Government of Japan will take necessary measures to ensure that captains of motherships and catcherboats will assist the marine mammal scientific observers and the scientists of the United States to report information on a daily basis concerning the accumulated take of marine mammals and other observer data collected.

6. To obtain adequate sighting data for estimating abundance:

(a) Scientists of the United States and of Japan will conduct for the period covered by this memorandum annual sighting surveys for Dall's porpoise on Japanese salmon research vessels operating in the Convention area.

(b) Scientists of the United States and of Japan will cooperate with a view to developing procedures for conducting Dall's porpoise sightings, a standardized data collection format, and training programs, so as to ensure that sighting data collected are compatible. The sighting data collected may include, inter alia, duration and time of observation, location, number sighted, distance and direction from vessel, sea condition, wind direction and strength, and visibility.

(c) The Government of Japan intends to allow, for the period covered by this memorandum, scientists of the United States on board Japanese salmon research vessels for studies of Dall's porpoise. The Government of the United States intends to bear expenses incurred in such boarding of scientists.

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7. To obtain adequate specimen material for biological studies:

(a) The Government of Japan will take necessary measures to ensure for the period covered by this memorandum that nationals and fishing vessels of Japan conducting salmon fishery operations within the U.S. FCZ make every effort to return to the motherships, where feasible and consistent with the laws of both countries, all dead marine mammals incidentally entangled in the gillnets of the Japanese salmon fishery for collection of biological data and samples.

(b) The Government of Japan will take necessary measures to ensure for the above-mentioned period that scientists of the Government of the United States will be accepted on board motherships operating in the U.S. FCZ to collect appropriate marine mammal data and samples.

(c) Scientists of the United States onboard Japanese salmon research vessels will be allowed to collect biological data and samples from all incidentally taken marine mammals, particularly Dall's porpoise.

(d) The Government of Japan will take necessary measures to ensure that Japanese crew members will work with scientists of the United States onboard motherships and will be trained in methods of collection of biological data and samples. These trained crew members will collect needed biological data and samples as far as feasible under supervision of the Japanese inspectors when mothership fleets are operating outside the U.S. FCZ.

8. The Government of Japan will develop a system for the period covered by this memorandum to collect data and biological samples

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of Dall's porpoise taken in the land-based gillnet salmon fishery, in order to estimate incidental take of Dall's porpoise by this fishery by area, sex, and color type. The biological samples may include teeth, reproductive tissues, skeletal materials, and tissues for electrophoretic analyses.

9. With a view to reducing mortality and serious injury rate of marine mammals by the salmon gillnets to insignificant levels, scientists of Japan will conduct field experiments of gear modifications or of other methods of reducing or eliminating the incidental take of marine mammals in the Japanese mothership gillnet salmon fishery.

10. The Government of Japan intends to pursue a policy to reduce the incidental take of marine mammals to the greatest extent feasible, taking into account the results of research and technological capabilities. The Government of the United States and the Government of Japan will annually review progress made toward the reduction of incidental take of marine mammals.

11. The Government of Japan intends to ensure that cooperative Dall's porpoise research be conducted with use of an appropriate Japanese vessel during the 1981 salmon fishery season and be continued annually thereafter.

12. The Government of the United States and the Government of Japan will consult with each other on the specifics of the programs to be carried out referred to in paragraph 2, prior to each fishing season. The specifics on numbers of Japanese scientific observers referred to in paragraph 5(b), and marine mammal scientific observers and scientists of the United States referred to in paragraph 5(a) and 7(b) will be confirmed in writing by both Governments.

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Done at Washington, this 3rd day of June, 1981 in duplicate.

[1]
FOR THE GOVERNMENT OF THE UNITED STATES

[2]
FOR THE GOVERNMENT OF JAPAN

[1] Theodore George Kronmiller.
[2] Yoshio Hatano.

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UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Defense: Communications Facilities

Memorandum of understanding signed May 11 and June 2, 1981; Entered into force June 2, 1981.

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MEMORANDUM OF UNDERSTANDING

CONCERNING THE SHARED USE OF

COMMUNICATIONS FACILITIES

IN THE NORTHERN FEDERAL REPUBLIC OF GERMANY (FRG)

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

REPRESENTED BY

THE DEPARTMENT OF DEFENSE

AND

HER MAJESTY'S GOVERNMENT IN THE UNITED KINGDOM

OF GREAT BRITAIN AND NORTHERN IRELAND

REPRESENTED BY

THE MINISTRY OF DEFENCE

SHORT TITLE

TERRESTRIAL RADIO SITE COLLOCATIONS IN FRG

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I. PURPOSE: This Memorandum of Understanding (MOU) establishes procedures and assigns responsibilities relative to the collocation of telecommunications resources by the Government of the United States of America (USG) and the Government of United Kingdom of Great Britain and Northern Ireland (HMG).

II. DEFINITIONS:

DCS: The USG Defense Command and Control common user voice and data telecommunications system comprised of terrestrial and satellite microwave systems, digital and voice switching centres, and interconnecting lines.

STARRNET: HMG Static Radio Relay Network (STARRNET) provides command and control, common user voice and data telecommunications to British Forces Germany (BFG).

BFG TV: British Forces-Germany Television. A microwave TV distribution system operating in the 8 GHz range.

III. ORGANIZATION AND TECHNICAL RESPONSIBILITIES: For the purposes of this understanding the USG shall be represented within the Federal Republic of Germany (FRG) by United States Air Forces in Europe, Deputy Chief of Staff for Communications and Air Traffic Control (HQ USAFE/DC). HMG shall be represented by Ministry of Defence (Army), Signal Officer in Chief (Army) (SO in C (A)) for matters of policy and procurement and in the FRG by Commander 4 Signal Group (Comd 4 Sig Gp) for the in-service management of the defined BFG telecommunications systems. The following agencies are defined as the responsible communications authorities on behalf of their respective governments within the FRG:

a. HQ 4 Sig Gp for the UK.

b. HQ USAFE/DC for the US.

These communications authorities will act on behalf of their respective governments in executing the provisions of this MOU. The development of further technical and operational proposals and procedures (to include any required safety at work procedures) which result from this MOU will be accomplished through close liaison and consultation between these communications authorities.

IV. LIABILITY: Claims arising in the course of this joint understanding will be handled in accordance with Article VIII of the Agreement between the Parties to the North Atlantic Treaty regarding the status of their Forces, signed at London, June 19, 1951[1] (NATO SOFA).

V. OWNERSHIP: The ownership/control of facilities shall remain the same as currently established for the respective facilities. Change in ownership will require joint agreement by the signatories to this agreement.

VI. ACCESS/SECURITY: Access to all sites is restricted. Admittance to all sites will be as specified in individual annexes.

VII. SURVIVABILITY: Survivability enhancement will be a prime consideration on all collocation projects. Consideration will be given to specific enhancements for each site as addressed in the respective annexes.

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[1] TIAS 2846, 5351, 7759; 4 UST 1802; 14 UST 531; 24 UST 2355.

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VIII. SYSTEM RESTORATION: It is understood that in the event of system or facility failure, existing systems will be restored in accordance with the priorities listed in the site annexes.

IX. FINANCIAL: It is the intention of the USG and HMG that there be an "equivalence" between the parties of this agreement, and that every effort will be made to achieve a mutually beneficial agreement. Specific financial responsibilities for each location are included in the respective annexes.

X. SUPPLY AND USE OF INFORMATION:

A. Each government will provide the other on request, subject to the rights of third parties, any information in its possession essential to the procurement, installation, operation, maintenance, or repair of equipment for the purpose of facilitating the implementation of this MOU and will authorize, as far as it has the right to to so, use of such information for said purpose. Such provision and authorization will be without cost to the other party, apart from the cost of reproduction of the information.

B. All information, classified and unclassified, released in pursuance of this MOU will be accepted, subject to the conditions that:

1. It is received in confidence,

2. It is used for the purposes of this MOU only,

3. The receiving Government will endeavor to ensure that the information is not dealt with in any manner likely to prejudice the rights of the owner thereof, including the right to obtain patent or other like protection thereof.

4. The material will be afforded substantially the same degree of security protection as that afforded by the supplying government.

XI. IMPLEMENTATION:

A. Each annex to this MOU as listed in Annex A will be an implementation plan specifying the technical details necessary at each location to carry out this MOU and describing the arrangements for the associated communications resources to be shared.

B. This MOU serves as authority for the responsible agencies of the USG and HMG to further develop, through documentation, the implementation actions of this MOU and its attached annexes.

C. Specific operation and maintenance responsibilities of all associated equipment to implement this MOU will be defined within each annex. These annexes will include, but not necessarily be limited to, the following:

1. Responsibilities for monitoring, operating and maintaining all equipment, grounds, buildings, tower and all other associated structures.

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2. Responsibilities for electromagnetic compatibility and instructions to follow in the case of electromagnetic interference.

3. Responsibilities and instructions to follow in the case of incidents which clearly constitutes a threat of imminent damage or injury to personnel or equipment.

XII. CHANGES/REVISIONS:

A. An annual review of this MOU shall be made by both Governments represented by the agencies listed in paragraph III to determine if revisions are required.

B. Formal meetings shall be held on an as-required basis between the HMG and USG for the purpose of resolving any administrative or operational difficulties beyond the purview of this MOU.

C. Either party may initiate action to change this MOU. Changes in support requirements and responsibilities included in this MOU shall be accomplished by addenda to this MOU upon the mutual consent of both parties.

XIII. TERMINATION: Either party may initiate action to terminate this MOU. As much advance notice as possible but not less than one year will be given to terminate the MOU. Each government will be responsible for the removal of its own equipment and will bear its own cost resulting from the termination of this understanding.

XIV. EFFECTIVE DATE: This Understanding will enter into force upon signature by representatives of both authorities. IN WITNESS WHEREOF the undersigned, being duly authorized by HMG and the USG, respectively, have signed this Understanding.

FOR THE GOVERNMENT OF
THE UNITED KINGDOM
OF GREAT BRITAIN
AND NORTHERN IRELAND

By Commander 4 Signal Group
(UK Communications Authority)

Signature A D Lewis

Name A·D. LEWIS

Title COLONEL

Date Signed 11th MAY 1981

FOR THE GOVERNMENT OF
THE UNITED STATES
OF AMERICA

By US Air Forces Europe
Deputy Chief of Staff for
Communications and Air Traffic
Control (US Communications
Authority)

Signature

Name JOHN PAUL HYDE

Title Brigadier General, USAF

Date Signed 2 June 1981

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ANNEX A TO
MOU FRG TERRESTRIAL
RADIO & COLLOCATIONS

LIST OF APPLICABLE ANNEXES

ANNEX DESIGNATOR	LOCATION	AUTHORITY	EFFECTIVE DATE
A	NA		
B	ROETGEN		
C	OTHERS TO BE DETERMINED		

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ANNEX B TO MOU
TERRESTRIAL RADIO SITE
COLLOCATIONS IN FRG

STARRNET SITE ROETGEN

I. PURPOSE: This Annex to the basic Memorandum of Understanding establishes procedures, assigns responsibilities and establishes installation construction criteria relative to the collocation of telecommunications resources by the USG and HMG.

II. DEFINITIONS: (See Basic MOU).

III. ORGANIZATION AND TECHNICAL RESPONSIBILITY:

A. HMG Operations and Maintenance Agency responsible for STARRNET site Roetgen is HQ 4 Signal Group (HQ 4 Sig Gp), Rheindahlen, JHQ Moenchen-Gladbach.

B. The US Air Force (USAF) Operations and Maintenance Agency responsible for the DCS installation at Roetgen is the 1945 Communications Group, Rhein Main Air Base.

C. The technical authority for STARRNET is CPA Royal Signals, Blandford Camp, Blandford Forum, Dorset, UK.

D. The technical authority for the DCS is DCA-Europe, Patch Barracks, Vaihingen, Germany.

IV. ACCESS/SECURITY:

A. USG will provide a list of personnel requiring access to the site to 21 Signal Regiment, RAF Wildenrath and to Station Security Officer, RAF Widenrath who share control of the Roetgen site. The list will contain name, security clearance, issuing authority and identifying document number.

B. USG shall be responsible for providing escorts as required for all personnel not cleared in accordance with paragraph A above who require access for the convenience of USG.

V. TECHNICAL RESPONSIBILITIES:

A. HMG will:

1. Permit USG to construct and operate a DCS microwave link at Roetgen. Other equipment may be installed at a later date subject to the agreement of both parties.

2. Continue to pay the cost of normal day-to-day maintenance and upkeep of the site, e.g., water, access routes, etc.

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3. Make available to USG: Up to 15 KVA non-reimbursable back-up power at 220/380 VAC, three-phase 50 HZ with the following provisions:

a. Whenever possible notify the USG of tests, transfer and operation of back-up generators, but reserve the right to test, transfer and operate generators on a no-notice basis.

b. Not be liable for any interruptions or degradation of service due to back-up generator operation.

4. Make available building space to house USG power supply and microwave equipment.

5. Through 21 Signal Regiment direct any action necessary to resolve any incident which clearly constitutes a threat to personnel or equipment. HMG will not incur liability when such actions require removing USG equipment from service. The USG will be immediately informed of the nature of the incident.

B. The USG will:

1. Erect a new tower to agreed design specifications (to follow as Appendix 3[1] to this Annex). The tower will be stressed and designed for antennas and specifications listed at Appendix 1[1] to this Annex.

2. Provide and install on the new tower, at no expense to HMG, all equipment outlined in Appendix 1.

3. Provide one copy of the tower design package and the completed stress analysis to HMG.

4. Ensure that the construction of the new tower, installation of new antennas and waveguides, transfer of operation, and teardown of old facilities will be scheduled to assure an absolute minimum of down-time.

5. Remove the existing tower and return the site (with the exception of the concrete foundation) to its original condition after all existing facilities have been transferred to the new tower.

6. Coordinate final engineering details, including drawings, with HMG prior to installation of equipment and to allow HMG to inspect the installation of the antennas, waveguides, radio equipment, power system, grounding system, and all other ancillary equipment.

7. Ensure that the installation of USG equipment will not interfere mechanically or electromagnetically with other existing operational systems.

8. Be responsible for operating, monitoring, and maintaining USG equipment.

9. Obtain written agreement from the HMG prior to effecting any changes to the approved installation configuration or operation of USG equipment.

[1] Not printed.

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10. Repair damage from USG activities to roads, grounds, buildings, or fences.

11. Maintain the upkeep and cleanliness of the immediate area surrounding their work area.

12. Provide the access road and hardstanding, as shown in Appendix 4[1] to Annex B, for the use of both USG and HMG tactical vehicles.

13. Maintain the US provided tower, access road and hardstanding.

VII. FINANCIAL RESPONSIBILITIES:

A. The USG will arrange at their expense a separate agreement with the commercial utility for the supply of commercial power.

B. The USG will bear all costs associated with the maintenance and operation of radio equipment, waveguide, antennas, ancillary equipment, the tower erected by the USG, access road and hardstanding belonging to the USG.

C. HMG will bear all cost associated with the maintenance of buildings, towers other than those erected by the USG (on site), and roads.

VIII. RESTORATION: STARRNET and DCS are considered to be equivalent in restoration priority. To the maximum extent possible joint cooperation will be employed on all restoration actions.

A. Individual system restoration is ultimately the responsibility of the respective O&M agency.

B. HQ 4 Signal Group will act as the focal point to coordinate the restoration of all commercial and backup power sources.

IX. CONFLICT RESOLUTION: Any conflicts regarding this Annex should be resolved at the lowest level possible. Any conflicts which cannot be resolved at the O&M agency level will be referred to the next higher echelon for resolution.

[1] Not printed.

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SINGAPORE

International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Singapore May 12 and June 23, 1981;
Entered into force June 23, 1981.

TIAS 10166

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The American Embassy to the Singaporan Ministry of Foreign Affairs

No. 341/81

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Singapore and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government--

a. Permit any use of such training (including training materials) by anyone not an officer, employee or agent of the recipient government;

b. Transfer or permit any officer, employee or agent of the recipient government to transfer such training (including training materials) by gift, sale or otherwise to anyone not an officer, employee or agent of the recipient government; or

c. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

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2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with respect to the use of such training (incluidng training materials); and

4. That the recipient country will return to the United States Government such training materials as are no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition. Inasmuch as the IMET program with the Armed Forces of Government of Singapore may include training related to defense articles with respect to which the agreement of the Government of Singapore to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of Singapore shall constitute an agreement between the two Governments on this subject, to be effective from the date of the Ministry's note in reply.

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The Embassy of the United States of America avails itself of this opportunity to convey to the Ministry of Foreign Affairs the renewed assurances of its highest consideration.

Embassy of the United States of America

Singapore, 12 May 1981

TIAS 10166

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The Singaporan Ministry of Foreign Affairs to the American Embassy

MFA/RE/268/81

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the latter's Note No. 341/81 dated 12 May 1981, which reads as follows :-

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Singapore and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government :
   a. Permit any use of such training (including training materials) by anyone not an officer, employee or agent of the recipient government;
   b. Transfer or permit any officer, employee or agent of the recipient government to transfer such training (including training materials) by gift, sale or otherwise to anyone not an officer, employee or agent of the recipient government; or

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c. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with respect to the use of such training (including training materials); and

4. That the recipient country will return to the United States Government such training materials as are no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition. Inasmuch as the IMET program with the Armed Forces of Government of Singapore may include training related to defense articles with respect to which the agreement of the Government of Singapore to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of Singapore shall constitute an agreement

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between the two Governments on this subject, to be effective from the date of the Ministry's note in reply."

The Ministry is pleased to inform the Embassy that the above conditions concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) program, are acceptable to the Government of Singapore.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its consideration.

SINGAPORE
23 June 1981

Embassy of the United
States of America
Singapore

TIAS 10166

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SOMALIA

International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Mogadishu April 5 and June 6, 1981;
Entered into force June 6, 1981.

The American Embassy to the Somali Ministry of Foreign Affairs

No. 93

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Somali Democratic Republic and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government—

a. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

b. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

c. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

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3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States Government such training materials as are no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition. Inasmuch as the IMET program with the Armed Forces of Government of the Somali Democratic Republic may include training related to defense articles with respect to which the agreement of the Government of the Somali Democratic Republic to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of the Somali Democratic Republic shall constitute an agreement between the two Governments of this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Somali Democratic Republic the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
MOGADISHU, *April 5, 1981*

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The Somali Ministry of Foreign Affairs to the American Embassy

Ministry of Foreign Affairs

- NOTE VERBALE -

No. 1045/5/24

The Ministry of Foreign Affairs of the Somali Democratic Republic presents its compliments to the Embassy of the United States of America and has the honor to refer to the Embassy's Note No. 93 dated April 6, 1981 which reads as follows:-

" The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Somali Democratic Republic and has the honor to refer to certain requirements of United States Law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government ----

a; permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

b. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

c; Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

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2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States Government such training materials as are no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition. Inasmuch as the IMET program with the Armed Force of Government of the Somali Democratic Republic may include training related to defense articles with respect to which the agreement of the Government of the Somali Democratic Republic to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of the Somali Democratic Republic shall constitute an agreement between the two Governments of this subject, to be effective from the date of the Ministry's note in reply."

The Ministry of Foreign Affairs has the honor to comfirm that the Goverment of the Somali Democratic Republic agrees to the

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contents of the Embassy's note. Therefore the Embassy's note and this note in reply shall constitute an agreement between the two goverments which shall enter into force on today's date.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

MOGADISHU, JUNE 6, 1981

TO,
Embassy of the United States of America,
M O G A D I S H U, Somali Democratic Republic.

TIAS 10166

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SRI LANKA

Trade in Textiles and Textile Products

Agreements amending the agreement of July 7, 1980.
Effected by exchange of notes
Signed at Colombo March 16, 1981;
Entered into force March 16, 1981.
And exchange of notes
Signed at Colombo June 22, 1981;
Entered into force June 22, 1981.

(2047)

TIAS 10168

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The American Ambassador to the Sri Lankan Secretary, Ministry of Trade and Shipping

Colombo, March 16, 1981

Dear Sir,

I refer to paragraph 7 of the agreement between the United States of America and Sri Lanka relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes July 7, 1980[1] ("The Agreement"), and to discussions held between representatives of our two governments concerning exports from Sri Lanka to the United States of products classified in textile category 334 ("Other Men's and Boys' Cotton Coats").

On behalf of my government, I have the honor to propose that Annex B of The Agreement be amended to establish a specific limit for category 334 as follows:

Mr. W.L.P. de Mel
Secretary
Ministry of Trade and Shipping
Colombo

[1] TIAS 9869; 32 UST 2667.

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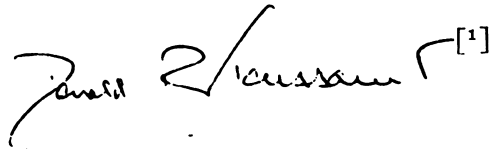
	Second	Third
January 1-April 30, 1981	Agreement Year	Agreement Year
48,667 Dozen	146,000 Dozen	156,220 Dozen

If this proposal is acceptable to your government, this Note and your Note of confirmation on behalf of your government shall constitute an amendment to The Agreement.

Accept, Sir, the renewed assurances of my highest consideration.

 [1]

[1] Donald R. Toussaint.

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The Sri Lankan Secretary, Ministry of Trade and Shipping, to the American Ambassador

වෙළඳ හා නාවික කටයුතු අමාත්‍යාංශය, 340, යූනියන් පෙදෙස, කොළඹ 2
வியாபார, கப்பற் போக்குவரத்து அமைச்சு 340, யூனியன் பிரதேசம், கொழும்பு 2
MINISTRY OF TRADE AND SHIPPING, 340, Union Place, Colombo 2.
තැ. පෙ. අංකය / த. பெ. இல. / P. O. Box 560
දුරකථනය / தொலைபேசி / Telephone 35601-4

මගේ අංකය / எனது இல. / My No.
මගේ අංකය / உமது இல. / Your No.
දිනය / திகதி / Date 22 June, 1981

His Excellency D.R. Toussaint,
Ambassador of the United States of America,
Colombo.

Your Excellency,

I have the honour to acknowledge the receipt of the proposal contained in your note dated March 16, 1981 which reads as follows:-

" I refer to paragraph 7 of the Agreement between the United States of America and Sri Lanka relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes July 7, 1980 ("The Agreement"), and to discussions held between representatives of our two Governments concerning exports from Sri Lanka to the United States of products classified in textile Category 334 ("Other Men's and Boys' Cotton Coats").

On behalf of my Government, I have the honor to propose that Annex B of The Agreement be amended to establish a specific limit for Category 334 as follows:

	Second	Third
January 1- April 30, 1981	Agreement Year	Agreement Year
48,667 Dozen	146,000 Dozen	156,220 Dozen

If this proposal is acceptable to your Government, this note and your note of confirmation on behalf of your Government shall constitute an amendment to The Agreement. "

I confirm that the proposal set out in this note is acceptable to the Government of Sri Lanka.

Accept, Excellency, the assurances of my highest consideration.

(W.L.P. de Mel)
Secretary,
Ministry of Trade and Shipping.

TIAS 10168

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The American Ambassador to the Sri Lankan Secretary, Ministry of Trade and Shipping

Colombo, June 22, 1981

Dear Sir:

I have the honor to refer to sub-paragraph 2(b)(3) of the agreement between the United States of America and Sri Lanka relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes July 7, 1980 ("The Agreement").

On behalf of my government, I have the honor to propose that Annex B of The Agreement be amended to establish the following sub-limits within category 340/341/640/641 during the second agreement year.

Category	Sub-Limit (Dozens)
340	385,000
341	385,200
640	75,100
641	385,200

If this proposal is acceptable to your government, this note and your note of confirmation on behalf of your government shall constitute an Amendment to The Agreement.

Accept, Sir, the renewed assurances of my highest consideration.

Donald R. Toussaint

Mr. W. L. P. De Mel

Secretary

Ministry of Trade and Shipping

Colombo

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The Sri Lankan Secretary, Ministry of Trade and Shipping, to the American Ambassador

වෙළෙඳ හා නාවික කටයුතු අමාත්‍යාංශය, 340, යුනියන් පෙදෙස, කොළඹ 2
வியாபார, கப்பற் போக்குவரத்து அமைச்சு 340, யூனியன் பிரதேசம், கொழும்பு 2
MINISTRY OF TRADE AND SHIPPING, 340, Union Place, Colombo 2
තැ. පෙ. අංකය / த. பெ. இல. / P. O. Box 560
දුරකථනය / தொலைபேசி / Telephone 35601-4

මගේ අංකය / எமது இல. / My No.
ඔබේ අංකය / உமது இல. / Your No.
දිනය / திகதி / Date 22 June, 1981

H.E. DONALD R. TOUSSAINT,
Ambassador of the United States of America,
Colombo.

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of the proposal contained in your note dated June 22, 1981 which reads as follows:

"I have the honour to refer to sub-paragraph 2(b)(3) of the Agreement between the United States of America and Sri Lanka relating to trade in cotton, wool and man-made fibre textile products, with annexes, effected by exchange of notes July 7, 1980 ("The Agreement").

On behalf of my government, I have the honour to propose that Annex B of The Agreement be amended to establish the following sub-limits within category 340/341/640/641 during the second agreement year.

Category	Sub-limit (Dozens)
340	385,000
341	385,200
640	75,100
641	385,200

If this proposal is acceptable to your government this note and your note of confirmation on behalf of your government shall constitute an amendment to The Agreement."

I confirm that the proposal set out in this note is acceptable to the Government of Sri Lanka.

Accept, Excellency the assurances of my highest consideration.

W L P DE MEL

W.L.P. de Mel
Secretary,
Ministry of Trade and Shipping.

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ANGUILLA

Peace Corps

Agreement effected by exchange of letters
Dated at Washington February 19 and June 24, 1981;
Entered into force June 24, 1981;
Effective May 1, 1981.

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The Acting Peace Corps Director to the British Ambassador

Peace Corps

Washington, D.C. 20525

Office of the Director

February 19, 1981

His Excellency
Sir Nicholas Henderson
Embassy of Great Britain
3100 Massachusetts Avenue, N.W.
Washington, D.C. 20008

Excellency:

I have the honor to refer to recent conversations and correspondence between representatives of our two governments, and to propose the official conclusion of the following understandings with respect to the assignment to Anguilla of the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, will live and work for periods of time in Anguilla.

1. The Government of the United States will furnish such Peace Corps volunteers as may be requested by the Government of Anguilla and approved by the Government of the United States to perform mutually agreed tasks in Anguilla. The volunteers will work under the immediate supervision of governmental or private organizations in Anguilla designated by our two governments. The Government of the United States will provide training to enable the volunteers to perform their tasks in the most efficient way. The Government of Anguilla will bear such share of the costs of the Peace Corps program incurred in Anguilla as our two Governments agree should be contributed by it.

2. The Government of Anguilla will accord equitable treatment to the volunteers and their property; afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Anguilla; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Anguilla will exempt the volunteers from all taxes on payments which they receive to defray their living costs and on income sources outside Anguilla, from all customs duties or other charges on their personal property introduced into Anguilla for their own use on or about the time of their arrival and from all other taxes or other charges included in the prices of equipment, supplies, and services.

3. The Government of the United States and the Government of Anguilla will provide the volunteers with such limited quantities of equipment and supplies as our two Governments may consider necessary to enable the volunteers to perform their tasks effectively. The Government of Anguilla will exempt from all taxes, customs duties, and other charges all equipment and supplies introduced into or acquired in Anguilla by the Government of the

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United States or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Anguilla will receive a representative of the Peace Corps and such staff of the representative and such personnel of the United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Anguilla. The Government of Anguilla will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Anguilla, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Anguilla will accord the Peace Corps representative and his staff the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Anguilla for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States in Barbados. The Government of Anguilla will accord personnel of United States private organizations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Anguilla for their own use as is accorded volunteers hereunder.

5. The Government of Anguilla will exempt from investment and deposit requirements and currency controls all funds introduced into Anguilla for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of Anguilla at the highest rate which is not unlawful in Anguilla.

6. Appropriate representatives of our two governments may make from time to time such arrangements with respect to Peace Corps volunteers and Peace Corps programs in Anguilla as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either government to the other of intention to terminate it.

Please accept the renewed assurance of my highest consideration.

Sincerely,

William G. Sykes
Acting Peace Corps Director

TIAS 10169

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The British Embassy to the Peace Corps

093/1

Her Britannic Majesty's Embassy present their compliments to the Peace Corps and have the honour to inform them that the Government of Anguilla can accept the provisions of the Peace Corps Country Agreement enclosed with the Peace Corps Director's letter of 19 February 1981 to the Ambassador. This Note, and the Peace Corps Note of 19 February 1981, shall constitute the Agreement between the Government of Anguilla and the United States Government which shall enter into force on the date of this Note, effective 1 May 1981, and which shall remain in force until ninety days after the date of written notification from either Government to the other of the intention to terminate it.

Her Britannic Majesty's Embassy avails themselves of this opportunity to renew to the Peace Corps the assurances of their highest consideration.

British Embassy
Washington DC
24 June 1981

TIAS 10169

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EGYPT

Atomic Energy: Technical Information Exchange and Cooperation in Nuclear Safety Matters

Arrangement signed at Bethesda and Cairo April 27 and June 8, 1981;
Entered into force June 8, 1981.

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ARRANGEMENT
BETWEEN THE
UNITED STATES NUCLEAR REGULATORY COMMISSION
(U.S.N.R.C.)
AND THE
EGYPTIAN ATOMIC ENERGY AUTHORITY
(E.A.E.A.)
FOR THE EXCHANGE OF TECHNICAL INFORMATION
AND COOPERATION IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Egyptian Atomic Energy Authority (hereinafter called the E.A.E.A.), considering the desirability of a continuing exchange of information pertaining to regulatory matters, and standards of the type required or recommended by these organizations for the regulation of safety and environmental impact of nuclear facilities, conclude the following Arrangement for cooperation.

I. SCOPE OF THE ARRANGEMENT

1. Technical Information Exchange

The U.S.N.R.C. and the E.A.E.A. agree to exchange the following types of technical information related to the regulation of safety and environmental impact of designated nuclear energy facilities:

a. Topical reports concerned with technical safety and environmental effects written by or for one of these parties as a basis for, or in support of, regulatory decisions and policies.

b. Documents relating to significant licensing actions and safety and environmental decisions affecting these facilities.

c. Site licensing principles and problems.

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d. Detailed descriptive documents on the U.S.N.R.C. regulatory process of certain U.S. facilities designated by the E.A.E.A. as being similar to certain facilities being built or planned in Egypt and reciprocal documents on these Egyptian facilities.

e. Information in the field of reactor safety research which the parties have the right to disclose, either in the possession of one of the parties or available to it, including light water reactor safety information from the technical areas described in Addenda "A" and "B", attached hereto and made a part hereof. Each party will transmit to the other urgent information concerning research results that require early attention in the interest of public safety, along with an indication of significant implications.

f. Reports on operating experience, such as reports on incidents, accidents, and shutdowns, and compilations of historical reliability data on components and systems.

g. Regulatory procedures for safety, safeguards, and environmental impact evaluation of these nuclear facilities.

h. Each party will make special efforts to give early advice to the other of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the other.

2. Collaboration in Development of Regulatory Standards

The U.S.N.R.C. and the E.A.E.A. further agree to cooperate in the development of regulatory standards for these nuclear facilities.

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a. Each party will inform the other of specific subjects on which regulatory standards development work is underway.

b. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the respective countries will be made available by each party on a timely basis.

3. Cooperation in Safety Research and Development

The execution of joint programs and projects of safety research and development, or those programs and projects under which activities are divided between the two parties, including the use of test facilities and/or computer programs owned by either party, will be agreed upon on a case-by-case basis. Temporary assignments of personnel by one party in the other party's agency will also be considered on a case-by-case basis.

4. Training and Assignments

The U.S.N.R.C. will assist the E.A.E.A. in providing certain training and experience for E.A.E.A. safety personnel. Costs of salary, allowances and travel of E.A.E.A. participants will be paid by E.A.E.A. Participation will be permitted within the limitation of available resources. The following are typical of the categories of such training and experience that may be provided:

a. E.A.E.A. inspector accompaniment of U.S.N.R.C. inspectors on reactor and reactor construction inspection visits in the U.S.,

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including extended briefings at U.S.N.R.C. regional inspection offices (anticipated 1-2 persons per year, each visit 1-3 weeks in length).

b. Participation by E.A.E.A. employees in U.S.N.R.C. staff training courses.

c. Assignment of E.A.E.A. employees for 1-2 year periods within the U.S.N.R.C. staff, to work on U.S.N.R.C. staff duties and gain experience (1-2 assignees at a time).

5. Additional Safety Advice

To the extent that the documents and other information provided by U.S.N.R.C. as described in SCOPE OF THE ARRANGEMENT, above, are not adequate to meet E.A.E.A. needs for technical advice, the parties will consult on the best means for fulfilling such needs. U.S.N.R.C. will attempt, within the limitations of appropriated resources and legislative authority, to assist E.A.E.A. in meeting the needs. For example, within these limitations, U.S.N.R.C. will attempt to meet requests that come through the I.A.E.A. for technical assistance missions to Egypt by U.S.N.R.C. safety experts.

II. ADMINISTRATION

1. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held

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annually, or at such other times as mutually agreed, to review the exchange activity, recommend revisions, and to discuss topics within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the administrators.

2. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be the main contact points for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange providing access to equivalent available information from both sides is achieved and maintained.

3. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract in English, less than 250 words, describing its scope and content.

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4. This Arrangement shall have a term of five years; it may be extended further by mutual written agreement, and terminated by either party upon ninety-day notice.

5. The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

6. Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

7. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its existing laws, regulations, and agreements. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and agreements, the parties agree to consult before any action is taken.

8. Information exchanged under this Arrangement shall be subject to the patent provisions in Addendum C of this document.

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III. EXCHANGE AND USE OF INFORMATION

1. General

The parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject both to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder, and to the provisions of Addendum C.

2. Definitions (As Used in Article III)

a. The term "information" means nuclear energy-related regulatory, safety, safeguards, scientific, or technical data, results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.

b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.

c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

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3. Marking Procedures for Documentary Proprietary Information

A party receiving documentary proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

> "This document contains proprietary information furnished in confidence under an Arrangement dated _____ between the United States Nuclear Regulatory Commission and the Egyptian Atomic Energy Authority and shall not be disseminated outside these organizations, concerned departments and agencies of the Government of the United States and the Government of Egypt without the prior approval of (name of submitting party). This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

4. Dissemination of Documentary Proprietary Information

a. Proprietary information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

b. In addition, proprietary information may be disseminated without prior consent:

(1) to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's

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nation, for use only within the scope of their contracts with the receiving party in work relating to the subject matter of the proprietary information; and

(2) to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary information is used only within the terms of the permit or license; and

(3) to the contractors of such licensed organizations for use only in work within the scope of the permit or license.

Provided that any dissemination of proprietary information under (1), (2), and (3), above, shall be on an as-needed, case-by-case basis, and pursuant to an agreement of confidentiality.

c. With the prior written consent of the party providing proprietary information under this Arrangement, the receiving party may disseminate such proprietary information more widely than otherwise permitted in the foregoing subsections a and b. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its existing national policies, regulations, laws, and agreements.

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5. Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A party receiving under this Arrangement other confidential or privileged information shall respect its confidential nature, provided such information is clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating:

a. that the information is protected from public disclosure by the Government of the transmitting party; and

b. that the information is submitted under the condition that it be maintained in confidence.

6. Dissemination of Other Confidential or Privileged Information of a Documentary Nature

Other confidential or privileged information may be disseminated in the same manner as that set forth in paragraph III.4, Dissemination of Documentary Proprietary Information.

7. Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information obtained under this Arrangement shall be treated by the parties according to the principles specified in this Article for documentary information; provided, however, that the party communicating such proprietary or other confidential or privileged information provides the same information as in paragraph III.5 above.

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8. Conclusion

If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Article, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

9. Other

Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restric ion by a party from sources outside of this Arrangement.

Signed in Bethesda, Maryland on the 27th day of April 1981, and in Cairo, Egypt on the 8th day of June 1981.

Signed: I.F. Hamouda [1]

On behalf of the
Egyptian Atomic Energy
Authority (E.A.E.A.)

[2]

On behalf of the
United States Nuclear
Regulatory Commission
(U.S.N.R.C.)

[1] I. F. Hamouda.
[2] William J. Dircks.
[Footnotes added by the Department of State.]

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Addendum "A"

U.S.N.R.C. - E.A.E.A. Reactor Safety Research Exchange Areas

in Which the U.S.N.R.C. is Performing LWR Safety Research

1. Primary Coolant System Rupture Studies
2. Heavy Section Steel Technology Program
3. LOFT Program
4. Power Burst Facility - Subassembly Testing Program
5. Separate Effects Testing - Loss of Coolant Accident Studies
6. Loss of Coolant Accident Analyses - Analytical Model Development
7. Design Criteria for Piping, Pumps, and Valves
8. Alternate ECCS Studies
9. Core Meltdown Studies
10. Fission Product Release and Transport Studies
11. Probabilistic Studies
12. Zirconium Damage
13. All computer codes applicable to the above at whatever stage of development they may be*
14. Data from all experiments applicable to the above*

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* Data and computer codes will be "as is" at the time of request. U.S.N.R.C. or contractor manpower will generally not be available for interpretation of uncompleted work.

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Addendum "B"

U.S.N.R.C. - E.A.E.A. Reactor Safety Research Exchange Areas

in Which the E.A.E.A. is Performing LWR Safety Research*

(1) Rewetting of hot surfaces and its application to after LOCA core cooling.
(2) Effect of the type of steam generator on PWR plant dynamics under severe transient conditions.
(3) Pressurizer performance under severe transient conditions.
(4) Effect of bubble formation on the coolant flow in PWR systems.

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* Part of this research is still in progress.

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Addendum "C"

Patent Addendum for U.S.N.R.C. - E.A.E.A. Arrangement

1. Definitions

When used in this Addendum, unless the context otherwise indicates

i. The term "personnel" means: (a) the employees of the party to this Arrangement and (b) the employees of the contractor of a party to this Arrangement.

ii. The term "inventing party" means the party of this Arrangement whose personnel have made or conceived an invention or discovery during the course of or under the activities covered by the terms of this Arrangement.

2. Reporting and Allocation of Rights

i. Except as otherwise provided in paragraph ii hereinafter, if an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement, or if such invention was made or conceived as a direct result of information acquired by such personnel from the other party, then the inventing party:

(a) agrees to promptly disclose such invention or discovery to the other party;

(b) agrees to transfer and assign to the other party, all right, title, and interest in and to such invention or discovery in

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and to such invention or discovery in the country of the other party subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such other country; and

(c) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party and in third countries but shall grant to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such country of the inventing party and in such third countries.

ii. In the event an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement and such invention was made or conceived while such personnel were assigned to the other party, the inventing party:

(a) agrees to promptly disclose such invention or discovery to the other party;

(b) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party;

(c) shall grant to the other party, upon request of the other party, nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in the country of the inventing party; and

(d) agrees to transfer and assign to the other party all right, title, and interest in and to such invention or discovery in the country of the other party and in third countries subject

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to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such other country and in such third countries.

iii. As employed in this Arrangement, a license to a party to make, use, and sell an invention or discovery shall include the right to have others make, use, and sell such invention or discovery on behalf of such licensed party.

3. Claims for Compensation

Each party agrees to waive, and does hereby waive, any and all claims against the other party for compensation, royalty or award as regards any invention, discovery, patent application or patent made or conceived in the course of or under this Arrangement, and agrees to release, and does hereby release, the other party with respect to any and all such claims, including any claims under the provisions of the United States Atomic Energy Act of 1954, as amended.[1]

[1] 68 Stat. 919; 42 U.S.C. § 2011 *et seq.* [Footnote added by the Department of State.]

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MOROCCO

Education: Provisional Commission of Educational and Cultural Exchange

Agreement amending the agreement of September 24, 1980.
Effected by exchange of notes
Signed at Rabat June 19, 1981;
Entered into force June 19, 1981.

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The American Chargé d'Affaires ad interim to the Moroccan Minister of State for Foreign Affairs and Cooperation

NO. 201 Rabat, June 19, 1981

Excellency:

I have the honor to refer to the exchanges of notes which took place in Rabat on July 17, 1979 and on September 24, 1980[1] between the Government of the United States of America and the Government of the Kingdom of Morocco, establishing a Provisional Commission on Educational and Cultural Exchange, establishing an educational exchange program and for other purposes. I am pleased to advise you that the Government of the United States of America proposes that the Diplomatic Notes exchanged on September 24, 1980, be amended as follows:

Amend the first and second paragraphs of item (2) to read as follows:

A) - The selection of participants. The selection of the programs and candidates will include on the American side the approval procedures of the Board of Foreign Scholarships and on the Moroccan side, the agreement of the appropriate authorities.

B) - The two Governments will provide equal shares of the total budget, as approved by the two Governments, of up to Dols 800,000 for the academic year 1981-82; provided, however, that the obligation of the Government of the United States of America to contribute such funds shall be subject to the appropriation of funds for this purpose by the Congress of the United States of America.

His Excellency

M'Hamed Boucetta,

Minister of State for Foreign Affairs and Cooperation,

Rabat.

[1] TIAS 9618, 9904; 31 UST 506; 32 UST 3563.

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C) - The Government of the United States of America, in addition to its equal-share contribution above, shall contribute for the academic year 1981-82 only, up to dollars 87,460 to fund exchanges including projects which it was unable to initiate during the preceding academic year. Only so much of the dollars 87,460 may be made available for exchanges hereunder as the Government of the United States of America, using all reasonable efforts, is able properly and timely to obligate during its annual fiscal cycle.

D) - Each of the Governments will give directly to the participants the sums decided upon within the framework of the exchange program established by the Provisional Commission.

E) - If, notwithstanding its best efforts in accordance with its internal procedures, to select and otherwise to process participants to be funded from its contributions referred to in (B) and (C) above, the Government of the United States of America should during its annual fiscal cycle be unable to obligate all or any part of such contributions, on behalf of participants in the exchange program or otherwise under this agreement, it is understood that any unobligated balance of this dollars 337,460 contribution, at the termination of this agreement, shall no longer be available for use under this agreement (except as provided in (F) below), and the Government of the United States of America shall have no further obligation with respect to any such balance.

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F) - In the event that a Permanent Commission on Educational and Cultural Exchange, which may hold, grant expend and otherwise manage funds of the two Governments, is established during the life of this present agreement by the two Governments, the Government of the United States of America and the Government of the Kingdom of Morocco may, as agreed by them, transfer any unobligated balance of their respective contribution above (including the additional contribution of the United States) to such Permanent Commission.

All of the other provisions of the agreement established by the exchange of Notes of September 24, 1980, shall remain unchanged and in effect according to their terms. The agreement of July 17, 1979 is superseded. If the foregoing is acceptable to the Government of Morocco, this note and your reply shall constitute an agreement between our two Governments effective from the date of your note of reply until September 30, 1981.

Accept, Excellency, the renewed assurances of my highest consideration.

Peter Sebastian

Peter Sebastian
Chargé d'Affaires a.i.

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The Moroccan Secretary General, Ministry of Foreign Affairs and Cooperation, to the American Chargé d'Affaires ad interim

ROYAUME DU MAROC

MINISTERE D'ETAT CHARGE
DES
AFFAIRES ETRANGERES
ET DE LA COOPERATION
SECRETARIAT D'ETAT A LA COOPERATION.
N°

RABAT, LE 19 JUIN 1981

D. RELATIONS CULTURELLES.

Monsieur le Chargé d'Affaires a.i,

Vous avez bien voulu me faire part de la lettre ainsi libellée :

"J'ai l'honneur de faire référence aux notes diplomatiques échangées à RABAT les 17 Juillet 1979 et 24 Septembre 1980 entre le Gouvernement des ETATS-UNIS D'AMERIQUE et le Gouvernement du Royaume du MAROC créant une Commission provisoire pour les échanges éducatifs et culturels laquelle institue un programme d'échanges éducatifs et d'autres buts, j'ai le plaisir de vous aviser que le Gouvernement des ETATS-UNIS D'AMERIQUE propose que les notes diplomatiques échangées le 24 Septembre 1980 soient amendées comme suit :

Modifier le premier et le second paragraphe du point (2) pour lire comme suit :

A) - La sélection des participants. La sélection des programmes et des candidats respectera du côté Américain les procédures d'approbation du Board of Foreign Scholarships et du côté Marocain l'Accord des Autorités appropriées.

MR. PETER S E B A S T I A N.
CHARGE D'AFFAIRES a.i.
AMBASSADE DES ETATS UNIS
D' A M E R I Q U E, A

R A B A T.

TIAS 10171

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B) - Les deux Gouvernements contribueront à part égale au budget total, tel qu'approuvé par les deux Gouvernements, qui atteindra jusqu'à 500 000 dollars pour l'année académique 1981-82, à la condition cependant que l'obligation au Gouvernement des ETATS-UNIS D'AMERIQUE de contribuer à un tel budget soit rendu possible par l'affectation de fonds, à cette fin, par le Congrés des ETATS-UNIS D'AMERIQUE.

C) - En plus de sa quote-part ci-dessus, le Gouvernement des ETATS-UNIS D'AMERIQUE accordera, pour l'année académique 1981-82 seulement, jusqu'à 87 460 dollars pour financer les échanges comprenant des projets qu'il ne lui a pas été possible d'initier pendant l'année académique précédente.

De ces 87 460 dollars, ne seront disponibles pour les échanges en question que les sommes que le Gouvernement des ETATS-UNIS D'AMERIQUE, au terme d'efforts raisonnables, pourra affecter convenablement et à temps pendant le cycle de son année budgétaire.

D) - Chacun des deux Gouvernements servira directement aux participants bénéficiaires les sommes arrêtées dans le cadre du programme d'échanges élaboré par le Commission provisoire.

E) - Si, malgré tous les efforts déployés, conformément à ses procédures internes, pour sélectionner et d'autre part pour régler les formalités nécessaires pour les participants qui doivent être pris en charge grâce à ces contributions citées aux paragraphe B et C ci-dessus, le Gouvernement des ETATS-UNIS D'AMERIQUE se trouve dans l'impossibilité, pendant le cycle de son année budgétaire, d'affecter toutes ou partie de ces contributions au nom des participants au programme d'échange ou dans tout autre cadre de cet accord, il est entendu

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que tout reliquat de la contribution de 337.460 dollars qui n'aura pas été affecté à l'expiration de cet accord ne sera plus disponible pour utilisation dans le cadre de cet accord (sauf tel que prévu au paragraphe (F) ci-dessus) et ainsi le Gouvernement des ETATS-UNIS serait dégagé de toute obligation concernant un tel reliquat.

F) - Dans l'éventualité où une Commission permanente pour les échanges éducatifs et culturels, qui peut détenir, octroyer, débourser ou autrement administrer les fonds des deux gouvernements, est institué par les deux gouvernements au cours de la validité du présent Accord, le Gouvernement des ETATS-UNIS D'AMERIQUE et le Gouvernement du Royaume du MAROC pourraient, d'un commun accord, transférer à cette Commission permanente tout reliquat non affecté de leurs contributions respectives ci-dessus (y compris la contribution supplémentaire des ETATS UNIS). Toutes les autres dispositions de l'accord conclu par échange de notes le 24 Septembre 1980 restent inchangées et en vigueur conformément à leurs clauses. l'accord du 17 Juillet 1979 estabrogé.

Dans le cas où ce qui précède recueillerait l'agrément du Gouvernement du MAROC, cette note et votre réponse constituerait un accord entre nos deux Gouvernements qui entrerait en vigueur à compter de la date de votre réponse et expirerait le 30 Septembre 1981".

J'ai l'honneur de vous confirmer l'accord du Gouvernement marocain sur ce qui précède.

Veuillez agréer, Monsieur le Chargé d'Affaires, les assurances de ma haute considération.

Le Secrétaire Général du Ministère des Affaires Etrangères et de la Coopération

Abdelaziz BENNANI

TIAS 10171

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TRANSLATION

Kingdom of Morocco
Ministry of State for Foreign Affairs and Cooperation
Secretariat of State for Cooperation
Division of Cultural Affairs

Rabat, June 19, 1981

Sir:

You were good enough to inform me of the note that reads as follows:

[For the English language text, see pp. 2075-2077.]

I have the honor to confirm to you the Moroccan Government's agreement on the foregoing matter.

Accept, Sir, the assurances of my highest consideration.

Abdelaziz Bennani

Abdelaziz Bennani
Secretary General,
Ministry of Foreign Affairs and
Cooperation

Peter Sebastian, Esquire,
Charge d'Affaires a.i.
of the United States of America,
Rabat

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CANADA

Maritime Matters: Marine Transportation Technology and Systems Research and Development

Memorandum of understanding signed at Ottawa June 18, 1981; Entered into force June 18, 1981.

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MEMORANDUM OF UNDERSTANDING

BETWEEN THE DEPARTMENT OF COMMERCE OF THE UNITED STATES OF AMERICA AND THE DEPARTMENT OF TRANSPORT OF CANADA CONCERNING COOPERATION IN MARINE TRANSPORTATION TECHNOLOGY AND SYSTEMS RESEARCH AND DEVELOPMENT

I. This Memorandum of Understanding (MOU) between the Department of Commerce of the United States of America and the Department of Transport of Canada outlines a program to undertake maximum practicable cooperation in the field of marine transportation research and development for the purpose of:

(a) pursuing scientific research and technological development in the field of marine transportation to meet the challenges of ever-increasing requirements facing the water transport mode;

(b) finding answers to common marine transportation problems that have not yet been solved;

(c) promoting a functional division of the activities related to research and development in the field of marine transportation to reduce the duplication of parallel national efforts to the end that such cooperation will advance marine transportation technologies and systems; and

(d) implementing the necessary port facilities and ship systems to serve developing marine markets for the mutual benefit of U.S. and Canadian citizens.

II. In view of the benefits accruing from this MOU, the Department of Commerce of the United States of America and the Department of Transport of Canada agree as follows:

(a) The two Departments will undertake to develop a program of research

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and development (R&D) cooperation in the field of marine transportation that will emphasize, but not be limited to, application to Arctic, inland and coastal waters.

(b) The aim of the research program will be to intensify cooperation between the marine transportation experts of the two countries and seek out additional opportunities for them to exchange ideas, skills, and techniques, to work together in new environments and to utilize special facilities, to attack problems of mutual interest and develop joint research arrangements related to projects and programs of the two Departments or of other organizations.

(c) To the extent agreed upon, the two Departments will exchange transportation experts, exchange information for the purpose of exploring specific areas of cooperation, and pursue joint research projects through task and cost-sharing. Specific terms of such cooperation will require the joint approval of both Departments and will be covered by a Joint Research Project Arrangement (JRPA) for each specific activity.

(d) It is understood that the nature and pace of the programs of cooperation will be subject to compliance with the applicable respective national laws and regulations of each country and will be contingent upon the availability of each Department's funds.

III. The cooperative activities covered by this MOU will be carried out for the Department of Commerce by the Maritime Administration (MarAd) and for the Department of Transport by the Canadian Marine Transportation Administration (CMTA).

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IV. In order to realize the purpose set forth in Section II above, it is agreed that:

(a) MarAd and CMTA will exchange information and experiences and will undertake cooperative activities in specific areas as may subsequently be agreed in writing.

(b) Exchanges of information related to marine transportation technology and systems R&D will proceed on the basis of this MOU. However, at the request of either MarAd or CMTA, and in any case where cooperative activity may involve cost-sharing, joint research project arrangements will be concluded in writing. These arrangements will prescribe the respective commitments of MarAd and CMTA with regard to the information to be exchanged, the particulars and schedules of work to be accomplished, and the details of any cost-sharing.

(c) The U.S. Department of Commerce designates as Program Coordinator for purposes of this Memorandum of Understanding the Assistant Administrator for Research and Development, U.S. Maritime Administration. The Program Coordinator for Transport Canada will be Deputy Administrator, Marine Policy and Planning. The Program Coordinators are authorized, subject to their respective national laws and regulations, to:

(i) Conclude project arrangements on behalf of MarAd or CMTA except contractual agreements;

(ii) Designate project officers responsible for each of the areas of mutual interest as may be subsequently agreed; and

(iii) Arrange for regular reviews of the status of the activities undertaken in accordance with this MOU.

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(d) Except as may be provided in supplemental project arrangements, MarAd and CMTA, separately will each bear the direct costs of its participation in cooperative activity pursuant to this MOU. It is understood that all activities conducted pursuant to this MOU are subject to the availability of appropriated funds.

(e) In connection with exchanges of technical and economic data between MarAd and CMTA, any conditions or limitations placed upon further dissemination of the data by the agency providing it will, subject to domestic law, be strictly observed and enforced by the recipient party.

(f) The nature and timing of any reports arising from task-sharing and cost-sharing projects will be provided for in the relevant project arrangements. Any project participant will have an opportunity to review and comment upon the reports in draft form prior to their final publication. Dissenting views of project participants will be included in final reports if so requested.

(g) MarAd and CMTA will seek to assure the accuracy of all data and information exchanged pursuant to this MOU, but the accuracy of such data and information is not guaranteed, and neither MarAd nor CMTA will hold the other responsible with respect thereto.

V. This MOU will come into effect upon signature by both Departments and will remain in effect subject to twelve months' written notice of termination by either signatory to the other, provided that such task-sharing or cost-sharing projects ongoing at the time of termination

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as may be the subject of separate project arrangements will be completed in accordance with their agreed terms and schedules.

VI. This MOU may be amended by mutual agreement in writing.

Done at Ottawa, Ontario, this 18th day of June 1981.

For the Department of Commerce of the United States of America

[1]

Deputy Assistant Secretary for Maritime Affairs Department of Commerce

For the Department of Transport of Canada

[2]

Administrator, Marine Administration Department of Transport

[1] Bruce A. McAllister.
[2] G. M. Sinclair.

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SEYCHELLES

Tracking Stations: Mahe Island

Agreement amending the agreement of June 29, 1976.
Effected by exchange of notes
Signed at Victoria March 16 and June 19, 1981;
Entered into force June 29, 1981.

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The American Ambassador to the Seychelles President

Victoria, Mahe, Seychelles

March 16, 1981

Note No. 20

Excellency:

I have the honor to refer to recent discussions between representatives of the Government of Seychelles and the Government of the United States of America concerning the amendment of Article XXIV of the 1976 Tracking Station Agreement [1] between our two governments and the lease which implements Article IV of that agreement. I attach a copy of the text of Article XXIV which is currently in effect.

As a result of these discussions, I have the further honor to propose that Article XXIV of the 1976 Tracking Station Agreement be amended to read as follows:

ARTICLE XXIV
DURATION

This agreement shall enter into force upon signature by both governments, and shall remain in force until June 29, 1990 unless terminated earlier in accordance with this article. Prior to June 29, 1986, it may be terminated by the United States Government upon one year's written notice. Thereafter, it may be terminated by either government upon one year's written notice.

Finally, I have the honor to propose that, simultaneously with the above amendment of Article XXIV of

[1] Signed June 29, 1976. TIAS 8385; 27 UST 3721.

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the 1976 agreement, a new lease in implementation of Article IV of that agreement shall be concluded between our two governments.

If the foregoing is acceptable to your government, I propose that this note and your reply to that effect shall constitute an agreement between our two governments which shall enter into force on June 29, 1981.

Accept, Excellency, the renewed assurances of my highest consideration.

William C. Harrop

Attachment: Text of Article XXIV which is Currently in Effect

His Excellency

France Albert Rene

President

Republic of Seychelles

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ATTACHMENT TO NOTE NO. 20

ARTICLE XXIV AS IT IS
CURRENTLY IN EFFECT

ARTICLE XXIV
DURATION

This Agreement shall enter into force upon signature by both Governments, and remain in effect for a period of ten years thereafter. During the first five years, it may be terminated by the United States Government upon one year's notice. Thereafter, it may be terminated by either Government on one year's notice.

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The Seychelles President to the American Ambassador

The President

State House
Mahe
Seychelles

19th June, 1981

Mr. William C. Harrop,
Ambassador,
Embassy of the United States of America,
VICTORIA.

Dear Mr. Ambassador,

I have the honor to refer to your Note of 16th March, 1981 concerning a proposed amendment of the Tracking Station Agreement of 26th June, 1976 [1] between our two Governments. I am pleased to confirm that your proposal is acceptable to my Government and that the amendment shall enter into force on 29th June, 1981.

Yours sincerely,

F. A. RENE
PRESIDENT

[1] Should read "29th June, 1976".

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PHILIPPINES

Health: Naval Medical Research Unit Two

Agreement effected by exchange of notes
Dated at Manila February 26, 1979 and June 5, 1981;
Entered into force June 5, 1981.

The American Embassy to the Philippine Ministry of Foreign Affairs

No. 96

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of the Philippines and has the honor to refer to the agreement between the United States of America and the Republic of the Philippines effected by exchange of notes dated at Manila May 12 and 21, 1976, [1] concerning the joint medical research conducted in the Republic of the Philippines by United States Naval Medical Research Unit Two (NAMRU–2) in conjunction with the Philippine Ministry of Health. NAMRU–2 now wishes to relocate its laboratory and research facilities permanently to Manila. To this end, the Embassy has the honor to propose the following:

For the purposes of this agreement, the Ministry of Health shall be the responsible agency for the Government of the Philippines, and Naval Medical Research Unit Two (NAMRU–2) shall be the responsible agency for the United States Government. Direct liaison between the Ministry of Health and NAMRU–2 is authorized unless otherwise directed by either government.

NAMRU–2 may participate in the conduct of such joint medical research projects and studies in the field of diseases endemic and epidemic in the Philippines as are mutually agreed upon by NAMRU–2 and the Ministry of Health. In addition, other collaborative scientific and medical studies may be conducted as agreed upon between NAMRU–2 and the Ministry of Health.

Each medical and scientific research project will be agreed upon by the responsible agencies of the two governments prior to commencement of research.

The Ministry of Health shall make available, maintain and repair

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[1] TIAS 8425; 27 UST 4034.

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without cost to the Government of the United States appropriate laboratory space and office facilities necessary to accomplish the purposes of this agreement. NAMRU-2 will supply necessary equipment and supplies for the operation of the laboratory and office and may employ such local personnel as it deems necessary for the purposes of this agreement. The Ministry of Health shall assist NAMRU-2 in recruiting appropriate local personnel.

United States civilian and military personnel assigned or attached to NAMRU-2, and their dependents, will be permitted to enter the Republic of the Philippines for the purpose of carrying on agreed medical and scientific research projects. Upon entry such individuals will have in their possession appropriate identification and necessary travel documents in compliance with Philippine immigration laws and regulations.

All United States civilian and military personnel, entering the Republic of the Philippines for purposes of medical or scientific research projects conducted pursuant to this agreement, and their dependents, shall be accorded by the Government of the Philippines privileges and immunities on the same basis as the administrative and technical staff of the United States Embassy and their dependents in the Republic of the Philippines. In order to identify the above individuals in the Republic of the Philippines participating in the research activities, and their dependents, the United States Embassy will properly notify the Ministry of Foreign Affairs upon their arrival, specifying their names and positions.

The Government of the Philippines shall permit the import or export, without tax, duty or other charge, of biological and other types of specimens as agreed to by the Ministry of Health. In addition, laboratory equipment and other supplies brought into the Republic of the Philippines for the purpose of agreed medical or scientific research projects will be exempt from duty, taxes and other charges in relation to their import, presence and use in the Philippines, and export.

Except in areas where travel might be prohibited for reasons of security or personal safety, NAMRU-2 personnel and vehicles shall be permitted to travel without restriction throughout the Philippines for the purpose of gathering research data and observing various medical and scientific phenomena under field conditions. To facilitate epidemiological and other studies requiring continual work at field locations, small field laboratories may be established outside the Manila area upon concurrence of the Ministry of Health. All costs relating to the establishment and operation of such field laboratories will be the responsibility of NAMRU-2.

Mutually agreeable programs of research and training compatible with the resources and authority of NAMRU-2 will be encouraged and cooperative programs and studies may be conducted, in consultation with the Ministry of Health, with schools of medicine, private

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hospitals and other civil and military health authorities of the Government of the Philippines.

NAMRU–2 shall furnish the appropriate Ministries of the Government of the Philippines with periodic progress reports and results of all research conducted in the Republic of the Philippines. All research studies conducted in the Republic of the Philippines will be reviewed and clearances obtained from the appropriate agencies of the Government of the Philippines and NAMRU–2 prior to publication.

This agreement may be terminated by either party at any time provided that at least twelve months prior notice of intention to terminate has been given.

If the foregoing is acceptable to the Government of the Philippines, the Embassy has the honor to propose that this note and the Ministry's reply to that effect shall together constitute an agreement between the Government of the Philippines and the Government of the United States of America effective on the date of the Ministry's note in reply. This agreement shall supercede the agreement of 1976 between our two governments concerning NAMRU–2.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
MANILA, *February 26, 1979*

The Philippine Ministry of Foreign Affairs to the American Embassy

REPUBLIKA NG PILIPINAS
MINISTRI NG UGNAYANG PANLABAS
MAYNILA[1]

No. 81-1916

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to the Embassy's note No. 96 dated 26 February 1979, referring to the agreement contained in an exchange of notes dated 12 and 21 May 1976 between the Philippines and the United States of America, concerning the joint medical research conducted in the Philippines by the United States Naval Medical Research Unit Two (NAMRU–2) in conjunction with the Ministry of Health, and proposing the permanent relocation to Manila of the laboratory and research facilities of the said Unit.

In view of the representations of the Embassy in its note No. 165 dated 13 April 1981, the Ministry has reconsidered its position on

[1] In translation reads: "Republic of Philippines
Department of Foreign Affairs
Manila"

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the matter and accepts the aforementioned proposal under the terms indicated in note No. 96.

Accordingly, the Embassy's note No. 96 dated 26 February 1979 and this reply shall constitute on agreement between the United States and the Philippines effective on the date of this reply, which shall supersede the exchange of notes of 12 and 21 May 1976.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Manila, 5 June 1981

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ARGENTINA

Mapping, Charting and Geodesy

Memorandum of understanding signed at Buenos Aires June 23, 1981;
Entered into force June 23, 1981.

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MEMORANDUM DE ENTENDIMIENTO ENTRE LA FUERZA AEREA ARGENTINA, COMANDO DE REGIONES AEREAS Y LA DEFENSE MAPPING AGENCY.

INTRODUCCION

Entre la Defense Mapping Agency (DMA) de los Estados Unidos de América y la Fuerza Aérea Argentina, Comando de Regiones Aéreas de la República Argentina, se celebra el siguiente arreglo.

ARTICULO I

PROPOSITO

El propósito de éste arreglo es establecer la cooperación y ayuda mutuas en cartografía y geodesía, y el intercambio de datos aeronáuticos e información similar entre la DMA y la Fuerza Aérea Argentina, Comando de Regiones Aéreas, que en adelante serán denominadas como las agencias cooperadoras. El Arreglo Informal de Canje de Publicaciones de fecha 1° de Febrero de 1981, permanecerá vigente, incorporado al presente como Anexo A, y estará sujeto a las estipulaciones del Artículo V de este Memorandum de Entendimiento.

ARTICULO II

ALCANCE DEL ARREGLO

A los efectos de cumplir con el propósito de este arreglo, las agencias cooperadoras:

1. Coordinarán y canjearán información sobre requerimientos de operación, incluyendo los programas anuales y los informes periódicos de producción.

2. Canjearán datos aeronáuticos e información similar.

3. Facilitarán el desarrollo de los programas de producción de interés común.

4. Canjearán y se darán en préstamo instrumentos y equipos.

MEMORANDUM OF UNDERSTANDING BETWEEN THE FUERZA AEREA ARGENTINA, COMANDO DE REGIONES AEREAS AND THE DEFENSE MAPPING AGENCY.

INTRODUCTION

The following arrangement has been reached between the Defense Mapping Agency (DMA) of the United States of America and the Fuerza Aérea Argentina, Comando de Regiones Aéreas of the Argentine Republic.

ARTICLE I

PURPOSE

The purpose of this memorandum is to establish cooperation and mutual assistance in Mapping, Charting and Geodesy (MC&G) and the exchange of aeronautical data and related information between DMA and the Fuerza Aérea Argentina, Comando de Regiones Aéreas, hereinafter referred to as the cooperating agencies. The Informal Exchange Arrangement, dated 1 February 1981, for the expeditious exchange of aeronautical information shall remain in force and is herewith added as Annex A to this Memorandum of Understanding and will be subject to the limitations provided in Article V herein.

ARTICLE II

SCOPE OF ARRANGEMENT

In furtherance of the joint program, the cooperating agencies will:

1. Coordinate and exchange operational requirement information to include annual programs and periodic production reports.

2. Exchange aeronautical data and related information.

3. Facilitate production program development in areas of mutual interest.

4. Exchange and loan instruments and equipment.

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5. Efectuarán el adiestramiento de personal.

ARTICULO III

OBLIGACIONES MUTUAS

1. Se sobreentiende que cualquiera actividad que realicen bajo este arreglo las agencias cooperadoras, estará sujeta a las leyes nacionales y a las disponibilidades de aquellas en cuanto a personal, materiales y fondos para el respectivo propósito.

2. Toda clasificación de seguridad u otra restricción establecida por la autoridad competente de cualquiera de las dos agencias cooperadoras, será respetada por la otra.

3. Todo mapa o documento cartográfico de escala mayor a 1:250,000 y cualquier dato relacionado con los mismos que proporcione la agencia cooperadora argentina, podrán ser empleados por el gobierno de los Estados Unidos solamente dentro de su propio ámbito, salvo autorización expresa concedida por la citada agencia.

4. Con relación a la ejecución de los asuntos concernientes al presente arreglo, serán responsables y agentes principales, la DMA por los Estados Unidos y la Fuerza Aérea Argentina, Comando de Regiones Aéreas, por la República Argentina.

5. Asimismo, El Servicio Geodésico Interamericano (IAGS) de la DMA, actuará como medio de contacto para canalizar las referidas cuestiones y la Oficina de Servicios de Distribución de la DMA coordinará el canje de las publicaciones sobre información aeronáutica y de vuelo.

6. Por su parte, el Departamento de Información Aeronáutica de la Dirección de Tránsito Aéreo, será el órgano argentino de contacto para las cuestiones relacionadas con la ejecución del arreglo y sus eventuales enmiendas.

5. Arrange for training of personnel.

ARTICLE III

MUTUAL OBLIGATIONS

1. It is understood that any action taken by either of the cooperating agencies under this MOU will be subject to the requirements of national laws and the availability to that agency of personnel, materials and funds for the purpose.

2. Any security classification or other release restrictions specified by the releasing authority of either cooperating agency will be respected by the recipient.

3. Any maps or cartographic documents larger than 1:250,000 scale and any data related thereto, provided by Argentina, shall not be released by the DMA outside the US Government without the prior authorization of the Argentine Republic.

4. With respect to the execution of work under the terms of this arrangement, the responsible parties and principal agents will be DMA for the United States and the Comando de Regiones Aéreas, Fuerza Aérea Argentina, for the Republic or Argentina.

5. Under DMA, the Inter American Geodetic Survey (IAGS) will serve as the U.S. point of contact for channeling all matters which will relate to implementation of this MOU. The DMA Office of Distribution Services will directly coordinate the exchange of aeronautical and flight information publications.

6. The Dirección de Tránsito Aéreo, Comando de Regiones Aéreas, Fuerza Aérea Argentina, is the Argentine point of contact on matters which relate to implementation of this MOU, and any amendments thereto.

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7. Las agencias cooperadoras adoptarán las medidas necesarias para facilitar la entrada y salida en sus paises, del personal, equipos y materiales relativos a la ejecución de este arreglo.

ARTICULO IV

PERSONAL, EQUIPOS Y MATERIALES

1. El personal, equipos y materiales relativo a este arreglo, permanecerán bajo el control del representante de la agencia cooperativa que los suministre.

ARTICULO V

VIGENCIA Y REVISION

1. Este arreglo entrará en vigencia a partir de su firma por los representantes autorizados de cada parte, y tendrá validez mientras no sea denunciado por cualquiera de ellas. Si la denuncia se produjere, el arreglo conservará vigencia durante seis (6) meses mas, a contar desde la fecha de la notificación de aquella.

2. Este arreglo podrá ser revisado cuando cualquiera de las agencias cooperadoras lo considere conveniente, a cuyo fin la interesada deberá dirigirse por escrito a la otra, expresando que desea realizar una reunión a dicho efecto.

En prueba de conformidad, los suscritos, debidamente autorizados, firman este arreglo hecho por duplicado en los idiomas español e inglés - siendo ambos auténticos - en la Ciudad de Buenos Aires a los 23 días del mes de Junio del año mil novecientos ochenta y uno.

~~Brigadier RICARDO OSVALDO BULARTE~~
JEFE ESTADO MAYOR
COMANDO DE REGIONES AEREAS

ANEXO A - Arreglo informal entre la Agencia Cartográfica de la Defensa y la Fuerza Aérea Argentina, Comando de Regiones Aéreas, fechado el 1° de febrero de 1981.

7. The cooperating agencies will take the necessary steps to facilitate entries and departures in their countries of personnel, equipment and materials connected with joint operations.

ARTICLE IV

STATUS OF PERSONNEL AND EQUIPMENT

1. The personnel, equipment and materials related to this arrangement will remain under the control of the appointed representatives of the providing cooperative agency.

ARTICULO V

REVIEW AND ENTRY INTO EFFECT

This arrangement shall enter into effect upon signature by the authorized representatives of both governments and shall remain in force until six months after either of the cooperating agencies shall have notified the other of its intention to terminate the arrangement.

2. This arrangement will be subject to review at any time upon written notice by either of the cooperating agencies to the other that it wishes to consult with a view to amendment.

The undersigned, being duly authorized, have signed this arrangement, done in duplicate in the English and Spanish languages - both of which are equally authentic - in the City of Buenos Aires on the 23 rd day of the month of June of the year nineteen eighty-one.

Donald O. Aldridge Brig Gen USAF [1]

ANNEX A - Informal Exchange Arrangement between the Defense Mapping Agency and Fuerza Aérea Argentina, Comando de Regiones Aéreas, dated 1 February 1981.

[1] Donald O. Aldridge, Brig. Gen., USAF.

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[ANNEX A]

INFORMAL EXCHANGE ARRANGEMENT

BETWEEN

DEFENSE MAPPING AGENCY

AND

FUERZA AEREA ARGENTINA, COMANDO DE REGIONES AEREAS
BUENOS AIRES, ARGENTINA

1 February 1981

1. PURPOSE: The purpose of this arrangement is to provide for the expeditious exchange of aeronautical information publications and NOTAMs produced by the Defense Mapping Agency and the Fuerza Aerea Argentina, Comando de Regiones Aereas.

2. MATERIALS TO BE EXCHANGED:

a. The Defense Mapping Agency will provide the Fuerza Aerea Argentina, Comando de Regiones Aereas the items listed in Appendix I, on a nonreimbursable basis, with all future amendments and revisions thereto.

b. The Fuerza Aerea Argentina, Comando de Regiones Aereas will provide the items listed in Appendix II, on a nonreimbursable basis, with all future amendments and revisions thereto.

3. OPERATION OF EXCHANGE:

a. The materials and/or information specified in paragraph 2, above, will be shipped directly to the addresses listed in Appendixes I and II in the quantities specified.

b. The method of shipment shall be as specified in Appendixes I and II.

c. The cost of shipping the materials involved in this exchange will be sustained by the originating agency.

d. Each organization will automatically notify the other when an item exchanged on a recurring basis is discontinued or a similar item is initiated.

e. The normal channel of communication for matters concerning this exchange is between the Comando de Regiones Aereas, Direccion de Transito Aereo, Departamento de Informacion Aeronautica and the Defense Mapping Agency, Distribution Office Latin America, Flight Information Branch.

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4. DISTRIBUTION OF OTHER MATERIALS:

Distribution or exchange of other materials (i.e., materials not produced by either party described herein) will be handled on an individual request basis at the discretion of the parties involved.

5. ALTERING OR TERMINATING ARRANGEMENT:

a. This exchange arrangement may be modified as desired and as mutually acceptable by exchange of correspondence and/or joint discussion.

b. Either organization may withdraw from this arrangement at any time upon notification to the other.

6. EFFECTIVE DATE AND TERMINATION DATE:

This arrangement becomes effective immediately and will remain in effect permanently unless either organization chooses to withdraw under the terms of paragraph 5, above.

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ACUERDO INFORMAL DE CANJE DE PUBLICACIONES

ENTRE LA

DEFENSE MAPPING AGENCY

Y LA

FUERZA AEREA ARGENTINA, COMANDO DE REGIONES AEREAS
BUENOS AIRES, ARGENTINA

1 de febrero de 1981

1. PROPOSITO

El propósito de este acuerdo es tomar las medidas necesarias para el establecimiento de un sistema expedito para el canje de publicaciones de información aeronáutica y NOTAMs originados por la Defense Mapping Agency y la Fuerza Aerea Argentina, Comando de Regiones Aereas, Buenos Aires, Argentina.

2. MATERIALES A SER CANJEADOS

a. La Defense Mapping Agency proporcionará a la Fuerza Aerea Argentina, Comando de Regiones Aereas, libre de costo, las publicaciones enumeradas en el Apéndice I, así como también las enmiendas y revisiones que se sucedan.

b. La Fuerza Aerea Argentina, Comando de Regiones Aereas proporcionará a la Defense Mapping Agency, libre de costo, las publicaciones enumeradas en el Apéndice II, así como también las enmiendas y revisiones que se sucedan.

3. FUNCIONAMIENTO DEL SISTEMA DE CANJE

a. Las publicaciones y/o información especificadas en el párrafo 2 anterior serán remitidas directamente a las direcciones indicadas en los Apéndices I y II en las cantidades mencionadas.

b. Las remisiones se harán según se indica en los Apéndices I y II.

c. El costo de envío de las publicaciones cubiertas por este acuerdo será sufragado por la oficina de origen.

d. Cada una de las organizaciones notificará automáticamente a la otra cuando una de las publicaciones canjeadas regularmente sea descontinuada o cuando se inicie una publicación de naturaleza similar.

e. Las comunicaciones relacionadas con este acuerdo de canje serán normalmente tramitadas entre la Fuerza Aerea Argentina, Comando de Regiones Aereas y la Defense Mapping Agency, Distribution Office Latin America, Flight Information Branch.

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4. EN LA RELACIONADO A OTRAS PUBLICACIONES

El proporcionar o canjear otras publicaciones (es decir, aquellas no originadas por las organizaciones aquí mencionadas), serán atendidas individualmente y complacidas a discreción de las partes contractuales.

5. ALTERACION O TERMINACION DEL ACUERDO

a. Este acuerdo podrá ser modificado según se desee y sea mutuamente aceptable, ya sea por medio de correspondencia o de una reunión personal conjunta.

b. Cualesquiera de las organizaciones puede cancelar este acuerdo en determinado momento previa notificación a la otra oficina.

6. FECHA DE EFECTIVIDAD Y DE TERMINACION

Este acuerdo entrará en vigencia immediatamente y tendrá validez permanente a menos que una de las organizaciones contractuales decida rescindirlo según las estipulaciones del párrafo 5, b, anterior.

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INFORMAL EXCHANGE ARRANGEMENT

BETWEEN

DEFENSE MAPPING AGENCY

AND

FUERZA AEREA ARGENTINA, COMANDO DE REGIONES AEREAS
BUENOS AIRES, ARGENTINA

1 February 1981

APPENDIX I

The Defense Mapping Agency will furnish the following Flight Information Publications (FLIPs) on a nonreimbursable basis. Current editions will be furnished immediately. Applicable amendments and/or new editions will be supplied in like quantities on an automatic basis.

DEPARTMENT OF DEFENSE FLIP PRODUCTS

PRODUCT TITLE	INFO COPIES
Caribbean and South America Terminal Low Altitude	4
Caribbean and South America Terminal High Altitude	4
Caribbean and South America Enroute Low Altitude Sets	4
Caribbean and South America Enroute High Altitude Sets	4
Caribbean and South America Enroute Area Chart A-1	4
Caribbean and South America Enroute IFR Supplement	4
United States Terminal Low Altitude (9 Volumes)	2
United States Terminal Low Altitude MANs (Vol 1-9)	2
United States Terminal High Altitude (4 Volumes)	2
United States Standard Instrument Departures (2 Volumes)	2
United States Standard Arrival Routes	2
United States Enroute Low Altitude	2
United States Enroute Low Altitude Chart 27	2
United States Enroute IFR Supplement	2
United States Enroute VFR Supplement	2
United States Enroute High Altitude	2
General Planning	2
Area Planning North and South America	2
Area Planning Special Use Airspace North and South America	2

SHIPPING INSTRUCTIONS

The publications listed in Appendix I will be shipped airmail to:

COMANDO DE REGIONES AEREAS
DIRECCION DE TRANSITO AEREO
DEPARTAMENTO DE INFORMACION AERONAUTICA
OFICINA 182 SECTOR VERDE
AVENIDA PEDRO ZANNI 250
1104 - BUENOS AIRES, ARGENTINA

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INFORMAL EXCHANGE ARRANGEMENT

BETWEEN

DEFENSE MAPPING AGENCY

AND

FUERZA AEREA ARGENTINA, COMANDO DE REGIONES AEREAS
BUENOS AIRES, ARGENTINA

1 February 1981

APPENDIX II

The Fuerza Aerea Argentina, Comando de Regiones Aereas will furnish three copies each of the following aeronautical information publications to the Defense Mapping Agency.

1. AIP - Argentina
2. Amendments to the AIP - Argentina
3. Manual for Pilots (M.A.P.I.)
4. Manual for Pilots (M.A.P.I.) Amendments
5. Instrument Approach and Landing Charts
6. IFR Navigation Charts: FIR/UIR/TMA/SID
7. "A" Type Sketches
8. Aerodromes Publications
9. Class II NOTAMs "A"
10. Class II NOTAMs "C"
11. Class I NOTAMs Summary
12. Aeronautical Information Circular (AIC)
13. Class I NOTAMs via AFTN teletype to MBHOYO and KCNFYN.
14. Any additional publications that become available pertinent to aeronautical information.
15. Any corrections to DOD FLIPs listed in Appendix I as noted and considered appropriate.

SHIPPING INSTRUCTIONS

One copy of all publications listed in Appendix II (except item 13) will be shipped via international airmail to the addresses below:

DMAAC/ADL
St. Louis AFS, Missouri 63118
USA

DMA
Distribution Office Latin America
Flight Information Branch
APO Miami 34002

Air Force
Central NOTAM Facility (AFCC)
Carswell AFB, Texas 76127
USA

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ACUERDO INFORMAL DE INTERCAMBIO DE PUBLICACIONES

ENTRE LA

DEFENSE MAPPING AGENCY

Y LA

FUERZA AEREA ARGENTINA, COMANDO DE REGIONES AEREAS
BUENOS AIRES, ARGENTINA

1° de febrero de 1981

APENDICE I

La Defense Mapping Agency proporcionará las siguientes Publicaciones de Información de Vuelo (FLIPS), libre de costo. Las ediciones corrientes se suministrarán inmediatamente. Las enmiendas y/o publicaciones nuevas se enviarán automáticamente en cantidades similares.

FLIPs PUBLICADOS POR EL DEPARTAMENTO DE DEFENSA

TITULO	CANTIDAD
Caribbean and South America Terminal Low Altitude	4
Caribbean and South America Terminal High Altitude	4
Caribbean and South America Enroute Low Altitude Sets	4
Caribbean and South America Enroute High Altitude Sets	4
Caribbean and South America Enroute IFR Supplement	4
Caribbean and South America Enroute Area Chart A-1	4
United States Terminal Low Altitude (9 Volumes)	2
United States Terminal Low Altitude MANs (Vol 1-9)	2
United States Terminal High Altitude (4 Volumes)	2
United States Standard Instrument Departures (2 Volumes)	2
United States Standard Arrival Routes	2
United States Enroute Low Altitude	2
United States Enroute Low Altitude Chart 27	2
United States Enroute IFR Supplement	2
United States Enroute VFR Supplement	2
United States Enroute High Altitude	2
General Planning	2
Area Planning North and South America	2
Area Planning Special Use Airspace North and South America	2

INSTRUCCIONES PARA EL ENVIO

Las publicaciones arriba enumeradas serán remitidas por correo aéreo a:

COMANDO DE REGIONES AEREAS
DIRECCION DE TRANSITO AEREO
DEPARTAMENTO DE INFORMACION AERONAUTICA
OFICINA 182 SECTOR VERDE
AVENIDA PEDRO ZANNI 250
1104 - BUENOS AIRES, ARGENTINA

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ACUERDO INFORMAL DE INTERCAMBIO DE PUBLICACIONES

ENTRE LA

DEFENSE MAPPING AGENCY

Y LA

FUERZA AEREA ARGENTINA, COMANDO DE REGIONES AEREAS
BUENOS AIRES, ARGENTINA

1° de febrero de 1981

APENDICE II

La Fuerza Aérea Argentina, Comando de Regiones Aéreas, proporcionará tres copias de cada una de las siguientes publicaciones de información aeronáutica, libres de cargo, a la Defense Mapping Agency:

1. AIP - Argentina
2. Enmiendas al AIP - Argentina
3. Manual para Pilotos (M.A.P.I.)
4. Enmiendas al Manual para Pilotos (M.A.P.I.)
5. Cartas de Aproximación y Aterrizaje por Instrumentos
6. Cartas de Navegación IFR: FIR/UIR/TMA/SID
7. Planos tipo "A"
8. Publicaciones de Aeródromos
9. NOTAMs Clase II "A"
10. NOTAMs Clase II "C"
11. Resúmen NOTAMs Clase I
12. Circulares de Información Aeronáutica (AIC)
13. NOTAMs Clase I via ARTN Teletipo a MBHOYO y KCNFYN
14. Cualesquier publicaciones relacionadas a la información aeronáutica.
15. Correcciones a los FLIPs del DOD que se consideren apropiadas.

INSTRUCCIONES PARA EL ENVIO

Una (1) copia de todas las publicaciones enumeradas en el Apéndice II, excepto artículo 13, será enviada por correo aéreo a cada una de las siguientes direcciones:

DMAAC/ADL
St. Louis, Missouri 63118
USA

DMA
Distribution Office Latin America
Flight Information Branch
APO Miami 34002

Air Force
Central NOTAM Facility (AFCC)
Carswell AFB, Texas 76127
USA

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FRANCE

Navigation: OMEGA Station Le Reunion

Memorandum of understanding signed at Washington June 24, 1981;
Entered into force June 24, 1981.

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MEMORANDUM OF UNDERSTANDING CONCERNING THE OPERATION
AND MAINTENANCE OF OMEGA STATION LA REUNION

1. GENERAL.

This Memorandum of Understanding between designated agencies of the Government of France and the Government of the United States is to document responsibilities and procedures for the operation and maintenance of OMEGA Station La Reunion.

2. RESPONSIBLE AGENCIES.

a. Le Ministere Francais de la Defense (MOD) will be the agency within the Government of France responsible for the execution of this Memorandum of Understanding. Le Ministere Francais de la Defense will be represented by Etat Major de la Marine (EMM) for station operations and by Direction Techniques des Constructions et Armes Navales (DTCN) in matters concerning station logistics and maintenance. Service de l'Information Aeronautique, Direction de la Navigation Aerienne, Secretariat General de L'Aviation Civile (SGAC/DNA) is the agency responsible for airborne OMEGA user information dissemination. Etablissement Principal du Service Hydrographique et Oceanographique de la Marine (EPSHOM) is the agency responsible for maritime OMEGA user information dissemination. When subordinate organizations are subsequently referred to in this Memorandum of Understanding, their responsible above-mentioned agency will be referenced.

b. The U.S. Coast Guard (USCG), an agency of the United States Department of Transportation (U.S. DOT), will be the agency within the U.S. Government responsible for the execution of this Memorandum of Understanding. The OMEGA Navigation System Operations Detail, a U.S. Coast Guard Headquarters Unit hereinafter referred to as ONSOD, will act as the U.S. Coast Guard's representative as designated herein.

3. STATION OPERATIONS.

a. Unless otherwise stated herein, EMM will be fully responsible for operation of OMEGA Station La Reunion.

b. Basic Operations. OMEGA Station La Reunion will be operated in accordance with the "OMEGA Navigation System Operations Manual" (ONSOM), with exceptions as noted in this Memorandum of Understanding or in direct correspondence between the responsible agencies. Periodically, the ONSOM will require amendment. Suggestions should be forwarded to ONSOD for review and coordination. These amendments will be distributed for inclusion in the ONSOM.

c. Synchronization. Synchronization of the cesium beam frequency standards is to be accomplished as follows: (1) OMEGA Station La

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Reunion is to submit synchronization data as outlined in the ONSOM to ONSOD and the Japanese Maritime Safety Agency (JMSA). (2) JMSA will compute corrections based upon data submitted from all transmitting stations and provide Accum corrections and a system correction. (3) OMEGA Station La Reunion will insert these corrections in accordance with procedures in the ONSOM. As revised procedures and new state-of-the-art equipment become available, their utilization in lieu of the present methods and equipment for station and system synchronization shall be the subject of discussions between ONSOD and EMM.

d. Operating Frequencies. OMEGA Station La Reunion is to operate on 10.2 kHz, 11.050 kHz, 11 1/3 kHz, 12.30 kHz, and 13.6 kHz. Transmission of any other frequencies will not occur without coordination between the respective agencies.

e. Training. Training of personnel for OMEGA Station La Reunion is to be the responsibility of EMM if this training is on an individual basis. Annual refresher training for technicians and watchstanders will be provided by ONSOD at no cost with the exception that Le Ministere Francais de la Defense will pay for transportation and per diem expenses of the trainees.

4. STATION MAINTENANCE.

a. Unless otherwise stated herein the Bureau "Armes Equipement" des Constructions Navales (CN/AE) will represent DTCN and will be fully responsible for maintenance of all OMEGA station equipment furnished by the United States, as listed in Appendix I.

b. Field Changes. Field Changes, and initial spare parts, as developed by ONSOD for equipment furnished by the United States will be provided at no cost for materials to Service des Constructions et Armes Navales (SCAN) La Reunion which represents DTCN on La Reunion for installation at OMEGA Station La Reunion by station personnel. Any proposed alteration, the effectiveness of which has been evaluated by DTCN, other than ONSOD-furnished field changes, will be documented and verified and the appropriate information furnished to ONSOD for possible inclusion in a future formal field change. It is imperative that modifications to transmitting station equipment be kept under control by DTCN to insure system uniformity and continuity of all transmitting station equipments within the OMEGA navigation system. EMM and/or DCTN will notify ONSOD of any changes furnished by ONSOD that they elect not to install, and the reason therefore.

c. Off-Air Coordination. To insure maximum system availability, coordination of planned off-air time at each station within the system is necessary. All scheduled maintenance which may require cessation of usable transmission of the OMEGA signals from OMEGA Station La Reunion is to be scheduled to occur during the month of June each year. EMM will notify ONSOD of the specific off-air times required at least six weeks in advance. This notification shall also include the planned maintenance to be accomplished during the period. Emergency maintenance

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is to be accomplished as expeditiously as possible. Notification of such emergency conditions will be in accordance with the ONSOM. Any maintenance other than emergency maintenance which cannot be scheduled for completion during the month of June should be coordinated between EMM and ONSOD whenever possible to insure minimum impact on worldwide operations and to enable timely advice to users.

5. TECHNICAL ASSISTANCE AND DOCUMENTATION.

a. ONSOD will provide all necessary publications and technical manuals required by DTCN to operate and maintain the United States-furnished electronics equipment. Formal changes and amendments to such manuals will be prepared and published by ONSOD and sent directly, at no cost, to SCAN La Reunion. SCAN La Reunion will notify ONSOD of any manual errors they may discover.

b. ONSOD will furnish SCAN La Reunion all appropriate technical advice and assistance as relates to maintenance and operation of the U.S.-furnished electronics equipments as mutually agreed between the parties on a case-by-case basis and will keep EMM and DTCN advised on any pertinent studies, analyses, programs, reports, or other relevant matter bearing on the use, design, operations, or maintenance of the OMEGA system, and to the maximum extent possible will provide copies of such information and material to EPSHOM. Likewise, EMM or DTCN is to keep ONSOD advised of similar matters which may be developed in France and which would be of interest or aid in managing or improving the OMEGA system.

c. DTCN shall correspond directly with Commander, Coast Guard Activities Europe, located in London, U.K., concerning all engineering, inspection, maintenance, and repair matters relating to the OMEGA Station La Reunion antenna tower and associated hardware whenever USCG assistance is required. Joint inspections of the antenna tower system and related maintenance work shall be arranged at intervals determined by these respective agencies.

6. LOGISTICS.

a. The U.S. Coast Guard will, up until 1 October 1979, provide any spare part needed for the United States-furnished electronics equipment and the antenna listed in Appendix I, as required by SCAN La Reunion and as available. Subsequent to this date, DTCN shall be responsible for all costs and shall reimburse the USCG for any and all parts requisitioned from the USCG and required for operation and maintenance of the U.S.-furnished equipment.

b. DTCN is to be fully responsible for all station operation and maintenance costs other than the aforementioned spare parts.

c. All electronics equipment and antenna system spare parts are to be requisitioned by SCAN La Reunion in accordance with the provisions and procedures contained in the ONSOM. Parts not listed in the

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Electronic Repairs Parts Allowance List (ERPAL) and Allowance Parts List (APL) shall be clearly described on the requisitions, including manufacturer's part number, address, sizes, circuit or drawing numbers and any other descriptive information helpful in ordering parts. Such requisitions shall include the phrase "Commercial Purchase Required".

d. DTCN will be fully responsible for all French customs, duties and taxes which may be levied on materials, equipment or supplies imported or re-exported under this Memorandum of Understanding. Effective 1 October 1979, DTCN is to fund for, provide and arrange for all transportation of materials after delivery to the Material French Military Mission, Washington, DC, or its designated agent, to fund for and provide overseas transportation of materials and equipment which may have to be returned to the United States for calibration, adjustment, repair or replacement. General logistics procedures are described in Appendix II. More specific logistics procedures will be incorporated into a logistics plan titled "Logistics Plan - OMEGA Station La Reunion" to be developed and implemented by the responsible agencies.

e. Defective circuit cards will be replaced with a workable unit on a turn-in basis. Effective 1 October 1979 repair charges will be at the expense of DTCN.

7. SYSTEM ORGANIZATION

Technical conferences will be held from time to time to discuss OMEGA system matters of mutual concern between participating countries. The responsible agencies shall also participate in the formation and activities of a permanent international forum for consultation regarding the operation and maintenance of the OMEGA system.

8. USER INFORMATION DISSEMINATION.

a. Information pertaining to the useability of OMEGA Station La Reunion will be sent by OMEGA Station La Reunion to the Defense Mapping Agency - Hydrographic/Topographic Center, and ONSOD. In addition, EPSHOM and SGAC/DNA will be informed, by separate message, from OMEGA Station La Reunion.

b. Information pertaining to system useability is to be disseminated from ONSOD to EPSHOM and SGAC/DNA through Address Indicator Group (AIG) 8980. The purpose of this AIG being to provide up-to-date operational notifications in message form for users of the OMEGA Navigation System. EPSHOM and SGAC/DNA will be responsible for further dissemination of this information as required for the information of French OMEGA system users.

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9. PROPERTY TITLE.

a. The Government of the United States shall retain title to all U.S.-furnished equipment installed or located at OMEGA La Reunion as listed in Appendix I.

b. The Government of the United States may remove, without restriction, materials and equipment no longer required for the operation and maintenance of the Station. Such materials and equipment shall not be disposed of within La Reunion or other territory under French sovereignty except under conditions to be agreed upon by the respective agencies.

10. LIABILITY.

a. The Government of the United States or any of its agencies will not be liable for any damage to property or injury to persons solely by virtue of the fact that title to certain equipment and materials remains in the Government of the United States.

b. In the event of a natural catastrophe the Government of France shall be liable for any damage to the installation and the buildings, except that the Government of the United States shall be liable for any damage to the materials and equipment to which it retains title. In the event of such catastrophe, or destruction due to any other cause, reconstruction of the Station or portions thereof shall be negotiated.

c. Nothing in this Memorandum of Understanding shall be considered as authorizing judicial or administrative action against the U.S. Government in France or La Reunion. Reciprocally nothing in this Memorandum of Understanding shall be considered as authorizing judicial or administrative action against the French Government.

11. SETTLEMENT OF DISAGREEMENT.

In the event of any disagreement during the implementation of this Memorandum of Understanding for which a satisfactory solution cannot be reached by mutual agreement; it is agreed that the following procedure to settle the difference will be invoked:

a. A committee of four members, two of them designated by the USCG and two designated by the French MOD, will consider the disagreement and Propose a Mutual agreement for settlement of the issue.

b. If a mutual agreement cannot be reached by the aforementione committee the committee will issue a report citing the points of agreement and disagreement. This report will be submitted to the Commandant of the U.S. Coast Guard and the French Minister of Defense who will make the decision on the final solution.

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12. FUNDING

To the extent that participation by the Government of the United States in the operation and maintenance of the Station is dependent upon funds to be appropriated by the Congress of the United States, it shall be subject to the availability of such funds. Similarly, to the extent that participation by the French Government in the operation and maintenance of the Station is dependent upon funds to be appropriated by the Parliament, it shall be subject to the availability of such funds.

13. TERMS OF AGREEMENT.

This Memorandum of Understanding shall remain in force for an initial period of ten years unless terminated during this period by mutual agreement between the two parties and thereafter until either party shall have given one year's written notice to the other party of its inteniton to terminste.

APPENDIX I - U.S. furnished equipment installed at OMEGA Station La Reunion

APPENDIX II - General procedures for ordering, transporting and peying for materials and repair parts for U.S. - furnished equipment.

For Le Ministere Francais de la Defense

I.G.A. TOUFFAIT
Directeur Technique des Constructions Navales

For the United States Coast Guard

R. A. BAUMAN
Rear Admiral, U.S. Coast Guard
Chief, Office of Navigation

24 JUN 1981

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APPENDIX I

U.S. GOVERNMENT FURNISHED EQUIPMENT, OMEGA STATION LA REUNION

1. TRANSMITTING EQUIPMENTS:

	Description	QUANTITY	Serial Number
a.	Timing/Control Set; AN/FRN-30	1	A3
b.	Radio Transmitting Set; AN/FRN-88	2	A15 A16
c.	Antenna Tuning Set; AN/FRQ-18(V)	1	A8
d.	Transmitting antenna system, consisting of:	1	
	(1) Antenna Structure including 1400 foot tower and 98 foot tower (pylonet) and tripod insulator, guy lines, radials and downlead		
	(2) Insulator Assemblies and Lighting System		
	(3) Bushing on top of helix house		
	(4) Connections between downlead and bushing		

2. FIELD STRENGTH MEASURING EQUIPMENT:

	Description	Quantity	Serial Number
a.	Loop Antenna; URM-6	1	
b.	Signal Generator; HP-204D	1	
c.	Volt OHM Meter; Fluke 8600A-01	1	
d.	Current xtmr; Pearson 1114 0.01V/A	1	
e.	Tri-Pod; 7536-20	1	
f.	VLF Tuned Amplifier; Megatek LPA-1A	1	
g.	Oscilloscope; Tektronix 455	1	
h.	Battery Pack; Tektronix 1106	1	

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U.S. GOVERNMENT FURNISHED EQUIPMENT, OMEGA STATION LA REUNION (cont.)

3. STATION TEST EQUIPMENT:

	Description	Quantity	Serial Number
a.	Storage Oscilloscope; USM-184A	1	
b.	Oscilloscope; USM-281A;	1	712
c.	Oscilloscope Test Mobile	1	1304A
d.	Oscillator Audio; HQ-651B	1	961-05534
e.	Digital Counter; HP-5245L	1	0980A20649
f.	Oscilloscope Camera; HP-197A	1	913-04355
g.	Multimeter; Simpson	2	N/A
h.	Video VTVM; Balatine 314A	2	
i.	Electronic Voltmeter; HP-410C	1	982-12493
j.	D.C. VTVM; HP-412A	1	
k.	Frequency Converter; HP-5253B	1	
l.	Time Interval Unit; HP-5262A	1	
m.	HV Probe; HP-11036A	1	18944
n.	Tube Tester; TV-7D/V	1	307A
o.	D.C. Power Supply; Gates-G30-32	1	J5
p.	Transistor Test Set; USM-206A	1	A321
q.	Dual Channel Vert Amp; PL-1186A/USM	3	
r.	Time Base; PL-1187A/USM	3	

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U.S. GOVERNMENT FURNISHED EQUIPMENT, OMEGA STATION [illegible]

4. MISCELLANEOUS GROUP:

	Description	QUANTITY	Serial Number
a.	Heatless Dehydrator; Andrews 192A/1921A	1	2102
b.	Corona Detector; NELC TD-266 (Timer)	1	7
c.	Corona Detector Logic; Unit and Monitor Panal	1	A8

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APPENDIX II

GENERAL PROCEDURES FOR ORDERING, TRANSPORTING AND PAYING FOR MATERIALS AND REPAIR PARTS FOR U.S.-FURNISHED EQUIPMENT

1. ECN La Reunion will prepare and forward requests for material procurement or parts repair to Coast Guard Supply Center, Brooklyn (CG SUPCEN Brooklyn) in accordance with the terms stipulated in paragraph 6.d. of the Memorandum of Understanding. A copy of each request will be sent to both the French Military Mission (FMM), Washington, DC, and ECAN Paris.

2. CG SUPCEN Brooklyn will ship the materials or repaired equipment to the forwarding agent's warehouse chosen by FMM, who will then arrange for the items to be forwarded to DTCA (Villacoublay).

3. Upon receiving the freight forwarding warehouse receipts, FMM will process necessary payments to the United States Coast Guard via the French Financial Control, Washington, DC.

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PROTOCOLE [illegible] LA MISE EN OEUVRE
ET LA MAINTENANCE DE LA STATION OMEGA DE LA REUNION

I. GENERALITES.

Le présent Protocole d'Accord est destiné à fixer les responsabilités et les procédures pour la mise en oeuvre et la maintenance de la Station OMEGA de la REUNION. Il est établi entre les Services, désignés ci-après, des Gouvernements des ETATS-UNIS et de la FRANCE.

2. SERVICES RESPONSABLES.

a. Le Ministère Français de la Défense est l'Administration responsable au sein du Gouvernement Français pour l'exécution de ce Protocole. Le Ministère Français de la Défense est représenté par l'Etat-Major de la Marine (EMM) en ce qui concerne la mise en oeuvre opérationnelle de la station et par la Direction Technique des Constructions Navales (D.T.C.N.) en ce qui concerne l'aspect logistique et la maintenance. Le Service de l'Information Aéronautique de la Direction de la Navigation Aérienne, dépendant du Secrétariat Général de l'Aviation Civile (SGAC/DNA) est l'organisme responsable de la diffusion de l'information aux usagers de l'Aviation. L'Etablissement Principal du Service Hydrographique et Océanographique de la Marine (EPSHOM) est l'organisme responsable de la diffusion de l'information aux usagers de la Marine. Lorsque des organismes subordonnés seront mentionnés dans ce Protocole d'Accord, il sera fait référence à leurs administrations responsables ci-dessus mentionnées.

b. L'"U.S. Coast Guard" (U.S.C.G.) dépendant du Ministère Américain des Transports est l'organisme responsable au sein du Gouvernement des ETATS-UNIS de l'exécution de ce Protocole d'Accord. "L'OMEGA Navigation System Operations Detail", service dépendant du Quartier Général des "U.S. Coast Guard" et référencé ci-après par le sigle "ONSOD", est le représentant des "U.S. Coast Guard" tel que définis dans le présent Protocole d'Accord.

3.- MISE EN OEUVRE OPERATIONNELLE DE LA STATION.

a. Sauf exceptions mentionnées dans le présent Protocole, l'E.M.M. est entièrement responsable de la mise en oeuvre opérationnelle de la Station OMEGA de LA REUNION.

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b. Documents de base : La Station OMEGA de LA REUNION sera mise en oeuvre conformément au document intitulé : "OMEGA Navigation System Operation Manual" (ONSOM) sauf exceptions mentionnées dans le présent Protocole d'Accord ou résultant d'une correspondance directe entre les organismes responsables. L'ONSOM sera périodiquement mis à jour. Les suggestions de mise à jour devront être envoyées à l'ONSOD pour approbation et coordination. Les mises à jour seront distribuées pour insertion dans l'"ONSOM".

c. Synchronisation : La synchronisation des horloges au césium sera effectuée comme suit :

1. La Station OMEGA de LA REUNION fournira à l'ONSOD et au "Japanese Maritime Safety Agency" (JMSA) les données de synchronisation telles qu'elles sont définies dans l'ONSOM.

2. JMSA effectuera les calculs de correction à partir des données fournies par toutes les stations d'émission et fournira les corrections "ACCUM" et une table de correction.

3. La Station OMEGA de LA REUNION prendra en compte ces corrections conformément aux procédures définies par l'ONSOM.

L'utilisation, en remplacement des méthodes et équipements actuels utilisés pour la synchronisation de la station et du système, de procédures et d'équipements nouveaux, fera l'objet de négociations entre l'ONSOD et l'EMM.

d. Fréquences utilisées : La Station OMEGA de LA REUNION émet sur les fréquences 10,2 kHz, 11,050 kHz, 11,33 kHz ; 12,30 kHZ et 13,6 kHz. L'émission sur d'autres fréquences ne pourra intervenir sans accord entre les services responsables.

e. Formation : La formation individuelle du personnel incombe à l'EMM.
Un stage de recyclage annuel pour les techniciens et les opérateurs sera organisé gratuitement par l'ONSOD. Les frais de transport et les indemnités de mission des stagiaires resteront cependant à la charge du Ministère Français de la Défense.

4. MAINTENANCE DE LA STATION.

a. Sauf exceptions mentionnées dans le présent Protocole d'Accord, le Bureau "Armes Equipements" (CN/AE) représente la DTCN et est responsable de la maintenance de tous les équipements d'origine Américaine en service à la Station dont la liste est donnée en Appendice I.

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Lots de modification : Les lots de modifications et les rechanges initiaux correspondants, définis par l'ONSOD, pour les équipements fournis par les ETATS-UNIS, seront délivrés, à titre gracieux, au Service des Constructions et Armes Navales (SCAN de LA REUNION, représentant la DTCN à LA REUNION) pour installation à la station par le personnel local. Des propositions de modification, autres que celles proposées par l'ONSOD, dont l'efficacité aurait été reconnue et vérifiée par la DTCN, pourront être décrites et envoyées à l'ONSOD pour inclusion éventuelle dans un futur lot de modifications.

Afin d'assurer l'identité des matériels des stations d'émission du réseau de navigation OMEGA et la bonne marche du système il est impératif que la DTCN conserve le contrôle de ces modifications. L'EMM et (ou) la DTCN indiqueront à l'ONSOD les modifications qu'ils n'ont pas l'intention de faire et la raison de leur refus.

c. Coordination des indisponibilités : Il est nécessaire, afin de garantir la disponibilité maximum du système, de coordonner, à l'intérieur du système, les périodes d'indisponibilité de chaque station. Toute opération de maintenance programmée qui peut entrainer l'arrêt des émissions de la Station OMEGA de LA REUNION doit intervenir annuellement au mois de juin. L'EMM notifiera à l'ONSOD, avec un préavis d'au moins 6 semaines, la durée et les dates d'indisponibilité prévues. Cet avis indiquera également les travaux de maintenance prévus au cours de cette période.

Les interventions d'urgence devront être effectuées aussi rapidement que possible. La notification de telles interventions d'urgence sera faite suivant la procédure définie dans l'ONSOM. Toute opération de maintenance, autre que les interventions d'urgence, qui ne pourra être effectuée en juin, devra, dans la mesure du possible, faire l'objet d'un accord entre l'EMM et l'ONSOD afin de réduire au minimum l'impact sur la mise en oeuvre mondiale du système et permettre d'avertir les usagers en temps utile.

5.- ASSISTANCE TECHNIQUE ET DOCUMENTATION.

a. L'ONSOD fournira toute la documentation et les manuels techniques demandés par le Ministère Français de la Défense pour mettre en oeuvre et entretenir les équipements électroniques fournis par les ETATS-UNIS. Les modifications et mises à jour de cette documentation seront préparées par l'ONSOD et envoyées directement, à titre gracieux, au SCAN LA REUNION. Ce dernier fera part à l'ONSOD de toutes les erreurs qu'il pourrait découvrir dans la documentation.

b. Comme cela a été décidé d'un commun accord entre les deux parties, l'ONSOD fournira, au cas par cas, au SCAN LA REUNION, toute assistance et tous avis techniques appropriés concernant la mise en oeuvre et la maintenance des équipements électroniques propriété des ETATS-UNIS. Il tiendra également l'EMM et la DTCN informés de toutes les études, analyses, programmes, rapports et autres travaux équivalents portant sur l'utilisation, la conception, la mise en oeuvre et la maintenance du système OMEGA et, dans la mesure du possible, fournira copies de ces informations et documents à l'EPSHOM. Réciproquement, l'EMM et la DTCN tiendront l'ONSOD informé de travaux similaires qui pourraient être effectués en FRANCE et qui présenteraient un intérêt ou constitueraient une aide pour l'organisation ou l'amélioration du système OMEGA.

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c. La DTCN correspondra directement avec le Commandant des Coast Guard en EUROPE (Coast Guard Activities Europe) à LONDRES pour tout ce qui relève de l'ingénierie, de l'inspection, de la maintenance et des réparations de l'antenne et du matériel associé de la Station OMEGA de LA REUNION, lorsque l'assistance de l'U.S.C.G. sera demandée. Des inspections conjointes de l'antenne et des travaux de maintenance associés seront organisées, à intervalles déterminés, par ces deux organismes.

6.- LOGISTIQUE.

a. Jusqu'au premier Octobre 1979, les U.S. Coast Guard fourniront, sur demande du SCAN LA REUNION et suivant disponibilité, les rechanges nécessaires pour les équipements électroniques propriété des ETATS-UNIS et pour l'antenne, suivant liste en Appendice I. A partir de cette date, la DTCN supportera la charge financière de l'approvisionnement de ces rechanges et devra rembourser aux US Coast Guard, la valeur des rechanges requis pour la mise en oeuvre et la maintenance des équipements propriété des ETATS-UNIS.

b. La DTCN supportera la charge financière des coûts de mise en oeuvre et de maintenance de la Station autres que les rechanges mentionnés ci-dessus.

c. Tous les rechanges pour les équipements électroniques et l'ensemble antenne devront être demandés par le SCAN LA REUNION conformément aux termes et procédures définis dans l'ONSCM. Les rechanges non compris dans l'"Electronic Repair Part Allowance List" (ERPAL) et l'"Allowance Parts List" (APL) devront être décrits clairement sur la demande avec, en particulier, le numéro repère du fabricant, l'adresse, les dimensions, les numéros repères de circuits ou de plans et toute autre information pouvant être utile pour la commande du matériel. Une telle demande devra comporter la mention "Commercial Purchase Required".

d. La DTCN prendra en charge tous droits de douanes et taxes qui pourraient être imposés par la règlementation française sur les matériels, équipements et fournitures importés ou réexportés du fait de ce Protocole d'Accord. A partir du 1er Octobre 1979, la DTCN devra financer et prendre en charge le transport du matériel après livraison à la Mission Technique de l'Armement WASHINGTON, DC, ou à son agent désigné. Elle devra également financer et prendre en charge le transport outre-mer de tout matériel et équipement susceptible d'être envoyé aux ETATS-UNIS pour étalonnage, mise au point, réparation ou remplacement. Les grandes lignes de la procédure pour résoudre les problèmes de logistique sont décrites en Appendice II. Des procédures plus détaillées seront incorporées dans un "plan logistique" intitulé : "Logistic Plan - OMEGA Station LA REUNION" qui doit être défini et appliqué par les organismes responsables.

e. Les cartes de circuits imprimés défectueuses seront remplacées par échange standard. Les échanges reposeront sur le principe d'envoi de la carte défectueuse après réception du rechange. A partir du 1er Octobre 1979, la réparation sera facturée à la DTCN.

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ORGANISATION DU SYSTEME :

Des conférences techniques se tiendront de temps en temps afin de discuter de questions relatives au système OMEGA intéressant tous les pays participants. Les organismes responsables doivent également participer à la création et aux activités d'une commission consultative permanente internationale où seront débattues les questions relatives à la mise en oeuvre et à la maintenance du système OMEGA.

8. DIFFUSION DE L'INFORMATION AUX USAGERS :

a. Les informations relatives à la disponibilité de la Station OMEGA de LA REUNION seront envoyées par la station à la "Defense Mapping Agency-Hydrographic Topographic Center" et à l'ONSOM. De plus l'EPSHOM et le SGAC/DNA seront informés par un message séparé de la Station OMEGA de LA REUNION.

b. Les informations relatives à la disponibilité du système OMEGA seront diffusées par l'ONSOD à l'EPSHOM et au SGAC/DNA via l'"Adress Indicator Group (AIG) 8980". L'objet de cet AIG est de fournir une notification opérationnelle à jour sous forme de message aux usagers du système de navigation OMEGA. L'EPSHOM et le SGAC/DNA seront responsables de la diffusion de ces informations en tant que de besoin pour l'information des usagers français du système OMEGA.

9. DROIT DE PROPRIETE.

a. Les équipements fournis par les ETATS-UNIS énumérés dans l'Appendice I et installés ou mis en place à la Station OMEGA de LA REUNION resteront propriété du grouvernement des ETATS-UNIS.

b. Le Gouvernement des ETATS-UNIS pourra reprendre, sans aucune restriction, les matériels et équipements qui ne seront plus nécessaires pour la mise en oeuvre et la maintenance de la Station. Ces matériels et équipements ne pourront être utilisés à d'autres fins sur l'Île de LA REUNION ou autre territoire sous souveraineté Française sauf s'il en est convenu expressément entre les services responsables.

10. RESPONSABILITE.

a. Le seul fait que certains matériels et équipements restent propriété des ETATS-UNIS n'engagera pas la responsabilité du Gouvernement des ETATS-UNIS ou d'aucun de ses services en cas de dommage matériel ou corporel.

b. Dans l'éventualité d'une catastrophe naturelle le Gouvernement Français sera responsable pour tout dommage aux installations et aux bâtiments, le Gouvernement des ETATS-UNIS restant responsable des dommages causés aux matériels et équipements dont il reste propriétaire. Dans l'éventualité d'une telle catastrophe ou d'une destruction due à toute autre cause, la reconstruction de tout ou partie de la Station sera négociée.

c. Rien, dans cet accord, ne pourra être considéré comme autorisant poursuites administratives ou judiciaires contre le Gouvernement des ETATS-UNIS en FRANCE METROPOLITAINE ou à LA REUNION.

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De même, rien dans cet accord ne pourra être considéré comme autorisant des poursuites administratives ou judiciaires contre le Gouvernement Français.

11. REGLEMENT DES LITIGES :

En cas de litige et si un règlement à l'amiable ne peut être obtenu, il est convenu de régler comme suit tout différend qui surviendrait à l'occasion de l'exécution du présent accord :

a. Une commission paritaire de quatre membres, dont deux seront désignés par l'US COAST GUARD et deux par le Ministère Français de la Défense examinera le différend et établira des propositions communes en vue de son règlement.

b. A défaut pour elle d'y parvenir, la commission établira un rapport précisant les points d'accord et les points de désaccord.

Ce rapport sera soumis au Commandant de l'US Coast Guard et au Ministre Français de la Défense qui décideront de la solution définitive.

12. FINANCEMENT :

La participation du Gouvernement des ETATS-UNIS à la mise en oeuvre et à la maintenance de la Station dépendant des fonds alloués par le Congrès des ETATS-UNIS, cette participation reste subordonnée à l'octroi de ces fonds. De même la participation du Gouvernement Français à la mise en oeuvre et à la maintenance de la Station dépendant des fonds alloués par le Parlement, cette participation reste sujette à l'octroi de ces fonds.

13. DUREE DE L'ACCORD :

Le présent Protocole d'Accord restera en vigueur pendant 10 ans sauf si les 2 parties en décident autrement d'un commun accord. L'accord pourra ensuite être dénoncé d'une manière unilatérale par une des parties sous réserves d'une notification, à l'autre partie, avec un préavis d'un an.

Appendice I : Liste des équipements "propriété des ETATS-UNIS" installés à la Station OMEGA LA REUNION.

Appendice II : Procédures générales pour commander, transporter et payer les matériels et rechanges pour les équipements "propriété des ETATS-UNIS.

Pour le Ministère Français de la Défense

I.G.A. TOUFFAIT
Directeur Technique des Constructions Navales

Pour les "United States Coast Guard"

R.A. RAUMAN
Rear Admiral, U.S. Coast Guard
Chief, Office of Navigation

24 JUN 1981

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APPENDIC" -

Liste des Equipements fournies par les ETATS-UNIS

1.- TRANSMITTING EQUIPMENTS

Description	Quantity	Serial Number
a. Timing/Control Set ; AN/FRN-30	1	A3
b. Radio Transmitting Set ; AN/FRN-88	2	A15 A16
c. Antenna Tuning Set ; AN/FRQ-18 (V)	1	A8
d. Transmitting antenna system, consisting of :	1	
(1) Antenna Structure including 1400 foot tower and 98 foot tower (pylonet) and tripod insulator, guy lines, radials and downlead		
(2) Insulator Assemblies and Lighting System		
(3) Bushing on top of helix house		
(4) Connections between downlead and bushing		

2.- FIELD STRENGTH MEASURING EQUIPMENT :

Description	Quantity	Serial Number
a. Loop Antenna ; URM-6	1	
b. Signal Generator ; HP-204D	1	
c. Volt OHM Meter ; Fluke 8600A-01	1	
d. Current xtmr ; Pearson 1114 0.01V/A	1	
e. Tri-Pod ; 7536-20	1	
f. VLF Tuned Amplifier ; Megateck LPA-1A	1	
g. Oscilloscope ; Tektronix 455	1	
h. Battery Pack ; Tektronix 1106	1	

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Liste des Equipements fournis par les ETATS-UNIS (suite)

3.- STATION TEST EQUIPMENT :

Description	Quantity	Serial Number
a. Storage Oscilloscope ; USM-184A	1	
b. Oscilloscope ; USM-281A ;	1	712
c. Oscilloscope Test Mobile	1	1304A
d. Oscilloscope Audio ; HQ-651B	1	961-05534
e. Digital Counter ; HP-5245L	1	0980A20649
f. Oscilloscope Camera ; HP-197A	1	913-04355
g. Multimeter ; Simpson	2	N/A
h. Video VTVM ; Balatine 314 A	2	
i. Electronic Vomtmeter ; HP-410	1	982-12493
j. D.C. VTVM ; HP-412A	1	
k. Frequency Converter ; HP-5253B	1	
l. Time Interval Unit ; HP-5262A	1	
m. HV Probe ; HP-11036A	1	18944
n. Tube Tester ; TV-7D/V	1	307A
o. D.C. Power Supply ; Gates-G30-32	1	J5
p. Transistor Test Set ; USM-206A	1	A321
q. Dual Channel Vert Amp ; PL-1186A/USM	3	
r. Time Base ; PL-1187A/USM	3	

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Liste des Equipements fournis par [illegible] (suite)

4.- MISCELLANEOUS GROUP :

Description	Quantity	Serial Number
a. Heatless Dehydrator : Andrews 192A/1921A	1	2102
b. Corona Detector ; NELC TD-266 (Timer)	1	7
c. Corona Detector Logic ; Unit and Monitor Panel	1	A8

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APPENDICE II

Modalités de commande, de transport et de paiement des matériels fournis onéreusement par le Magasin des Coast Guard

1.- Les commandes de matériels ou les envois en réparation font l'objet de demandes adressées par le SCAN LA REUNION au Magasin des Coast Guard (COGARD SUPCEN BROKLYN).

La MTA WASHINGTON et l'ECAN PARIS sont en copie de ces demandes qui doivent être rédigées suivant les indications du paragraphe 6. d. du texte de l'accord technique.

2.- Le Magasin des Coast Guard livre le matériel à l'entrepôt du transitaire agréé de la MTA WASHINGTON qui l'adresse à la D.T.C.A. de VILLACOUBLAY.

3.- Après vérification de l'entrée du matériel dans l'entrepôt du transitaire, la MTA WASHINGTON assure la liquidation des dépenses et ordonne le paiement par les soins du payeur à WASHINGTON.

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MULTILATERAL

Energy: Fluidised Combustion of Coal

Implementing agreement done at Paris November 20, 1975; Entered into force November 20, 1975.

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT FOR THE ESTABLISHMENT OF A PROJECT ON THE FLUIDISED COMBUSTION OF COAL

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR THE ESTABLISHMENT OF A PROJECT ON THE FLUIDISED COMBUSTION OF COAL

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments or parties proposed by their respective governments pursuant to Article III of the Guiding Principles for Co-operation in the Field of Energy Research and Development, adopted by the Governing Board of the International Energy Agency (the "Agency") on 28th July, 1975,[1] wish to participate in the establishment and operation of the Project on the Fluidised Combustion of Coal as provided in this Agreement (the "Project");

CONSIDERING that the Contracting Parties which are governments and the governments of the other Contracting Parties (referred to collectively as the "Governments") participate in the Agency and have agreed in Article 41 of the Agreement on an International Energy Program[2] (the "I.E.P. Agreement") to undertake national programmes and to promote the adoption of co-operative programmes in the areas set out in Article 42 of the I.E.P. Agreement, including the area of energy research and development in coal technology;

CONSIDERING that the Governing Board of the Agency on 28th July, 1975 approved the Project which will be operated as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognised the establishment of the Project as an important component of international co-operation in the field of coal research and development;

HAVE AGREED as follows:

Article 1

OBJECTIVES

(a) The Project shall consist of a programme of research and development on the fluidised combustion of coal to be carried out in accordance with this Agreement, taking

[1] TIAS 8229; 27 UST 249.
[2] Done Nov. 18, 1974. TIAS 8278; 27 UST 1708.
[Footnotes added by the Department of State.]

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into account the proposed programme of work described in PADB Note No. 75/20 of the Working Party on Coal Technology of the Sub-Group on Energy Research and Development of the Agency.

(b) The Programme of Work will be executed in the following 4 stages:

Stage 1: Procurement of Design Study with accompanying tender documents;

Stage 2: Tendering for Construction of the Plant; Study of appraisal of tenders;

Stage 3: Construction and Acceptance of the Plant;

Stage 4: Operation of the Plant.

The Contracting Parties agree on signing this Agreement to complete Stage 1 but thereafter a decision to proceed from one Stage to the succeeding Stage shall be taken by the Executive Committee. In the event of there not being unanimity to proceed to the succeeding Stage, but a majority of the Contracting Parties (the "Continuing Parties") wishing to proceed to that Stage, they shall notify the other Contracting Party or Parties (the "Other Parties") that the Continuing Parties wish to proceed and unless the Other Parties notify the Continuing Parties in writing within twenty-eight days that they wish to remain as Contracting Parties participating in the Project the Other Parties shall then be deemed to have withdrawn from the Project under Article 10 *(f)*.

Article 2

THE OPERATING AGENT

(a) The Project shall be operated by an Operating Agent. The functions of the Operating Agent shall initially be performed by NCB (IEA Services) Ltd., a wholly-owned subsidiary of the National Coal Board, which hereby guarantees to the other Contracting Parties that NCB (IEA Services) Ltd. will meet all its obligations (including financial obligations) and will duly perform its functions under this Agreement; the National Coal Board shall be regarded as a Contracting Party performing the functions of an Operating Agent for the purposes of Article 10 *(g)*. Where the Executive Committee finds that it would be appropriate for another Government or entity to act as Operating Agent, the Executive Committee may (with the consent of such Government or entity) appoint such Government or entity to replace the Operating Agent in accordance with the terms hereof. References in this Agreement to the "Operating Agent" shall include any Government or entity appointed under this paragraph.

(b) All legal acts required to operate the Project shall be performed on behalf of the Contracting Parties by the Operating Agent. Subject to the provisions of Article 7, the Operating Agent shall, for the benefit of the Contracting Parties, be the sole legal owner of all property rights which may be acquired for the Project or which shall accrue to the Project in carrying out its objectives. The Operating Agent shall operate

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the Project under its supervision and responsibility, subject to this Agreement, in accordance with the law of the country of the Operating Agent.

(c) The Operating Agent shall have the right to resign as Operating Agent at any time, by giving six months written notice to that effect to the Executive Committee, provided that:

(1) A Contracting Party, or entity proposed by a Contracting Party, is at such time willing to assume the duties and obligations of the Operating Agent and so notifies the Executive Committee and the other Contracting Parties in writing not less than three months in advance of the effective date of the Operating Agent's resignation; and

(2) Such Contracting Party or entity is approved by the Executive Committee.

(d) In the event that another Operating Agent is appointed under paragraph *(a)* or *(c)* above the Operating Agent shall transfer to such replacement Operating Agent all property rights which it may have acquired under paragraph *(b)* above.

(e) The Operating Agent shall be reimbursed from the funds made available by the Contracting Parties pursuant to Article 5 for its expenses and costs associated with actions taken in accordance with this Agreement. The Operating Agent shall, without prejudice to the provisions of Article 5 *(j)*, receive no fee or other emolument apart from such reimbursement.

(f) The Operating Agent shall be responsible for taking all steps required to implement the Project in accordance with this Agreement and the decisions of the Executive Committee. Such responsibility shall include, but shall not be limited to:

(1) Executing the Programme of Work under the control of the Executive Committee in the Stages described in Article 1 *(b)*;

(2) Operating the Plant in accordance with the agreed Programme of Work and letting all contracts necessary in connection therewith in accordance with the rules laid down in this Agreement;

(3) Acquiring on behalf of the Contracting Parties information and data; and, subject to the provisions of Article 7, intellectual property rights now held by third parties, or which cannot be used without the consent of third parties, which are necessary for the purposes of carrying out the Project and exploitation of the results thereof; and in so doing shall not enter into any commitment which has not been authorised by the Executive Committee;

(4) Recording the results of the operation of the Plant in accordance with a procedure approved by the Executive Committee;

(5) Performing such analysis of the results as is agreed by the Executive Committee.

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Article 3

THE EXECUTIVE COMMITTEE

(a) Control of the Project shall be vested in the Executive Committee constituted under this Article and decisions reached by the Executive Committee pursuant to this Article shall be binding on each Contracting Party and the Operating Agent.

(b) The Executive Committee shall consist of one member designated by each Contracting Party; each Contracting Party shall also designate an alternate member who shall represent the Contracting Party if the member is unable to do so. Each Contracting Party shall inform the other Contracting Parties in writing of all designations under this paragraph.

(c) The Executive Committee shall:

(1) Adopt each year the Programme of Work and Budget of the Project following a proposal from the Operating Agent under Article 5 *(h)* (2); the Programme of Work and Budget shall give due consideration to the needs of the programmes of each Contracting Party based upon that Contracting Party's financial contributions;

(2) At the conclusion of each Stage of the Project (as described in Article 1 *(b)*) determine whether and under what conditions to proceed to the next Stage; if the Executive Committee decides to proceed to a succeeding Stage it shall adopt the indicative programme of work and budget for that succeeding Stage following a proposal of the Operating Agent under Article 5 *(h)* (2);

(3) Make such rules and regulations as may be required for the sound management of the Project, including financial rules as provided in Article 5 *(f)*;

(4) Consider any matters submitted to it by the Operating Agent or any Contracting Party, including any proposals for Project expenditure not included in an approved budget which are not otherwise authorised by this Agreement; and

(5) Carry out the other functions conferred upon it by this Agreement.

(d) The Executive Committee shall each year elect a Chairman.

(e) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for the proper functioning of the Committee. A representative of the Agency and a representative of the Operating Agent (in its capacity as such) may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity.

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(f) The Executive Committee shall meet in regular session twice each year; in extraordinary circumstances a special meeting shall be convened upon the request of a Contracting Party which can demonstrate the need therefor.

(g) Unless otherwise agreed, meetings of the Executive Committee shall be held in the offices of the Operating Agent.

(h) At least twenty-eight days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be given to each Contracting Party and to other persons or entities entitled to attend the meeting; notice need not be given to any person or entity otherwise entitled thereto if notice is waived before or after the meeting. All members of the Executive Committee shall be present to produce a quorum for the transaction of business in meetings of the Executive Committee.

(i) With the agreement of each member of the Executive Committee a decision or recommendation may be made by telex or cable without the necessity for calling a meeting. The Chairman of the Executive Committee shall have the responsibility of ensuring that all Contracting Parties are informed of each decision or recommendation made pursuant to this paragraph.

(j) The Executive Committee shall adopt all decisions and recommendations for which no express voting provision is made in this Agreement by the unanimous vote of each member or alternate member voting at the meeting at which the decision is taken. Where this Agreement provides for a majority decision to be taken this shall be taken by majority vote of those representatives of the Contracting Parties present and voting at the meeting. Voting entitlements of members shall be in accordance with the provisions set out in Annex 1.

(k) The Executive Committee shall, at least annually, provide the Agency with periodic reports on the progress of the Project.

Article 4

ADMINISTRATION AND STAFF

(a) The Operating Agent shall be responsible to the Executive Committee for carrying out the Project in accordance with this Agreement, the annual Programme of Work and Budget, decisions of the Executive Committee and the regulations of the establishment at which the work is carried out.

(b) The Operating Agent shall supply to the Executive Committee such information concerning the operation of the Project as the Committee may request. Reports on the carrying out of the Project shall be submitted by the Operating Agent to the Executive Committee at half-yearly intervals or at such more frequent intervals as the Executive Committee shall determine.

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(c) Each Contracting Party shall be entitled to nominate observers (not to exceed two at any one time) to monitor progress on the Project in accordance with rules determined by the Executive Committee.

(d) Staff working on the Project shall be selected by the Operating Agent in accordance with rules determined by the Executive Committee and shall be responsible to the Operating Agent. The Contracting Parties (or organisations or other entities designated by Contracting Parties) may propose personnel to work on the staff of the Project; and such staff, if selected, shall be made available, by secondment or otherwise, to the Project.

(e) Staff members shall be remunerated by their respective employers and shall, except as provided in this Agreement or by decision of the Executive Committee, be subject to their employers' conditions of service. The Contracting Parties shall be entitled to claim the appropriate cost of such remuneration or to receive an appropriate credit for such cost as part of the Budget of the Project in accordance with Article 5*(h)*(6).

Article 5

FINANCE

(a) The Contracting Parties hereby agree to commit to the Project the sum of £270,000 at May 1975 price levels and exchange rates for the procurement of a design study for the Project, with accompanying tender documents. It is estimated that the cost of Stage 2 of the Project will be £55,000. A calculation of these figures is set out in Annex 2.

(b) It is estimated that if the Executive Committee decides to proceed with Stage 3 and/or Stage 4 of the Project the total cost of the Plant will be £6.1 million at May 1975 price levels and that the operating expenditure for Stage 4 will not exceed £4.5 million at May 1975 price levels and exchange rates. A calculation of these figures is set out in Annex 2. The Executive Committee shall adjust the figures referred to in this paragraph in each Budget to take account of changes in exchange rates and changing price levels so as to ensure that the adjusted figures represent a realistic assessment of the funds needed for the purposes of the Project. If there are significant changes in exchange rates and price levels the Executive Committee shall consider whether to adjust the Programme of Work to the available funds.

(c) The Contracting Parties agree that if the Executive Committee decides to proceed with Stage 3 and/or Stage 4 of the Project they will, subject to the provisions of Article 9 *(b)*, make funds available to meet the adjusted figures specified in paragraph *(b)* above as they may be further adjusted from time to time by the Executive Committee to take account of any change in the scope of the Project.

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(d) The sums referred to in paragraph *(a)* above and all subsequent sums approved by the Executive Committee as necessary for the construction or operation of the Project (either by Budget or otherwise) shall be provided in equal shares by each Contracting Party on a schedule to be determined by the Executive Committee in consultation with the Operating Agent, such schedule to take into account the need for the Operating Agent to have funds to meet commitments as and when they arise.

(e) Income accruing from the operation of the Project shall be credited to the Project.

(f) The Executive Committee may make such rules and regulations as may be required for the sound financial management of the Project. These rules shall:

(1) Establish procurement procedures to be used by the Operating Agent in making contracts under Article 6 or otherwise expending funds for the Project;

(2) Establish the level of expenditure for which Executive Committee approval will be required, including expenditure involving payment of monies to the Operating Agent for other than routine salary and administrative expenses previously approved by the Executive Committee in the Budget process.

(g) The system of accounts employed by the Operating Agent shall be in accordance with accounting principles generally accepted in the country of the Operating Agent and consistently applied.

(h) Unless otherwise decided by the Executive Committee:

(1) The financial year of the Project shall correspond to the financial year of the Operating Agent;

(2) The Operating Agent shall not later than three months before the beginning of each financial year prepare and submit to the Executive Committee for approval a draft programme of work and budget; and shall, not later than three months after a decision of the Executive Committee under Article 1 *(b)* to proceed to a succeeding Stage of the Project, submit an indicative Programme of Work and Budget for that succeeding Stage;

(3) Not later than three months after the close of each financial year the Operating Agent shall submit for audit the annual accounts of the Project in a form approved by the Executive Committee to the Operating Agent's external auditors or other auditors selected by the Executive Committee and shall present the accounts together with the auditor's report to the Executive Committee for approval;

(4) The Operating Agent shall maintain complete, separate financial records which shall clearly account for all funds and property coming into the custody or possession of the Operating Agent in connection with the Project;

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(5) All books of account and records maintained by the Operating Agent shall be preserved for at least three years from the date of termination of the Project;

(6) A Contracting Party supplying services to the Project shall, subject to sub-paragraph (7) below, be entitled to a credit, determined by the Executive Committee, against its contribution, or to compensation if the value of such services exceeds the amount of the Contracting Party's contribution; such credits for services of staff shall be calculated on an agreed scale approved by the Executive Committee and include all payroll-related costs;

(7) No charge shall be made to the Project for the site of the Plant. For so long as the National Coal Board continues as a Contracting Party and the Grimethorpe Boiler Plant continues in operation, no charge shall be made to the Project for steam supplied for the operation of the Plant or for handling steam produced during the envisaged operation of the Plant provided these are within the existing capacity of the Grimethorpe Plant;

(8) Depreciation and interest on the capital sums provided for the construction of the Project shall be charged as an operating expense of the Project in accordance with rules laid down by the Executive Committee;

(9) The Budget shall include a provision entitling the Operating Agent to exceed the approved amount for any particular item or heading in the Budget by up to fifteen per cent without exceeding the authorized Budget without seeking further approval for the excess from the Executive Committee, but the Operating Agent shall inform the Executive Committee of such excess.

(i) Contributions due hereunder from the Contracting Parties shall (unless otherwise specified by the Operating Agent, in agreement with the Executive Committee, for the purposes of meeting a commitment in another currency) be paid in the currency of the Operating Agent and shall be paid at the times required by paragraph *(d)* above provided however that:

(1) Contributions received by the Operating Agent shall be used solely in accordance with the appropriate Programme of Work, the Budget and other expenditure approved by the Executive Committee;

(2) The Operating Agent shall be under no obligation to carry out any work until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received.

(j) Ancillary services may, as agreed between the Executive Committee and the Operating Agent, be provided by the Operating Agent for the operation of the Project and the costs of such services, including overheads connected therewith, may be met from budgeted funds of the Project.

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(k) The Operating Agent shall pay all taxes and similar impositions (other than taxes on income) imposed by national or local governments and incurred by it in connection with the Project, as expenditure incurred in the operation of the Project, under the Budget; the Operating Agent shall endeavour to obtain all possible exemptions or facilitations of such taxes.

(l) Each Contracting Party shall bear all costs of its participation in the Project other than the common costs funded by the Budget of the Project.

(m) Each Contracting Party shall have the right, at its sole cost, to audit the accounts of the Project on the following terms:

(1) The Contracting Party shall provide the other Contracting Parties with an opportunity to participate in such audit on a cost-shared basis;

(2) The accounts and records in respect of the Operating Agent's activities other than those for the Project shall be excluded from such audit, but if the Contracting Party concerned requires verification of charges to the Budget representing services rendered to the Project by the Operating Agent, it may at its own cost request and obtain an audit certificate in this respect from the Operating Agent's external auditors;

(3) Not more than one such audit shall be required in any financial year;

(4) Any such audit shall be carried out by not more than three representatives of the Contracting Parties.

Article 6

PROCUREMENT PROCEDURES

All procurement of equipment and material shall be in accordance with the rules laid down by the Executive Committee under Article 5 *(f)* (1) which shall provide, inter alia:

(1) The Operating Agent shall have power to enter into agreements for the appointment of consultants, construction of plant, and procurement of materials in the interest of the Project provided that such agreements are allowed for in an approved Budget or by the provisions of this Agreement or by the express authority of the Executive Committee;

(2) The Operating Agent shall not enter into any agreement for a total value of more than £50,000 without the approval of the Executive Committee;

(3) The Operating Agent shall procure quotations and tenders, let and administer all Agreements for the construction of plant or procurement

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of materials for a total value of more than £5,000 in accordance with the Operating Agent's Manual of Contracts Procedures (amended as appropriate by the Executive Committee to deal with the circumstances of the Project);

(4) The Operating Agent shall undertake to secure the best contractual terms and conditions available (including, where possible, provision for title to all intellectual property generated under the contract, for a royalty free licence for the use of background intellectual property used in the Plant for the purposes of the Project alone, and for a right on reasonable terms and conditions for the Contracting Parties to use such background intellectual property commercially in the field of fluidised combustion). In procuring services, equipment or material, the Operating Agent shall, to the maximum extent permitted under the rules laid down by the Executive Committee under Article 5 *(f)* (1), attempt to let contracts with persons and entities located in the countries of the Contracting Parties.

Article 7

INFORMATION AND INTELLECTUAL PROPERTY

(a) The publication, distribution, handling, protection and ownership of information and intellectual property, and rules and procedures related thereto, shall be determined by the Executive Committee in conformity with this Agreement.

(b) Subject only to restrictions applying to patents and copyrights the Contracting Parties shall have the right to publish all information provided to or arising from the Project except proprietary information. Proprietary information shall not be accepted for or utilized in the Project without express approval of the Executive Committee.

(c) For the purposes of this Article, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; or

(3) Is not already in the possession of the recipient Contracting Parties without obligation concerning its confidentiality.

(d) The Operating Agent and the Contracting Parties shall take all necessary measures in accordance with this Article, the laws of their respective countries and international law to protect proprietary information provided to or arising from the Project.

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(e) The Operating Agent shall encourage the Governments of all Agency Participating Countries to make available or to identify to the Project all published or otherwise freely available information known to them that is relevant to the Project.

(f) The Contracting Parties shall notify the Operating Agent of all pre-existing information, and information developed independently of the Project, known to them which is relevant to the Project and which:

(1) Will be made available to the Project without contractual or legal limitations; or

(2) Will or can only be made available to the Project with contractual or legal limitations.

(g) Information of the type defined in paragraph *(f)* (2) above should be accepted for and utilized in the Project:

(1) If solely owned or controlled by a Contracting Party in which case paragraphs *(j)* and *(k)* below will apply;

(2) In any other case, only if arrangements can be made for licence and use in accordance with paragraph *(i)* below.

(h) It shall be the responsibility of the Operating Agent to identify information arising from the Project which qualifies as proprietary information under this Article and ensure that it is appropriately marked. If any Contracting Party questions the decision of the Operating Agent regarding the proprietary nature of arising information the question shall be submitted to the Executive Committee for decision. Proprietary information arising from the Project shall be the property of the Operating Agent for the benefit of the Contracting Parties. The Operating Agent shall license such proprietary information:

(1) To each Contracting Party, its Government and the nationals of its country designated by the Contracting Party for non-exclusive use in the country of that Contracting Party on terms and conditions exclusively stipulated by that Contracting Party and notified to the other Contracting Parties;

(2) Subject to sub-paragraph (1) above, to each Contracting Party, its Government and nationals of its country designated by the Contracting Party for use in all countries on favourable terms and conditions as stipulated by the Executive Committee, taking into account the equities of the Contracting Parties based upon the sharing of obligations, contributions, rights and benefits of all Contracting Parties;

(3) To the Government of any Agency Participating Country and nationals designated by it for use in such country in order to meet its energy needs on reasonable terms and conditions as stipulated by the Executive Committee.

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Royalties under such licences shall be held by the Operating Agent for the benefit of the Contracting Parties, except that royalties, if any, under sub-paragraph (1) above shall be the property of the Contracting Party.

(i) Proprietary information procured by the Operating Agent shall be the property of the Operating Agent for the benefit of the Contracting Parties and shall be treated as arising proprietary information. Proprietary information licensed to the Operating Agent for the benefit of the Contracting Parties may be licensed for:

(1) Use under this Project only, where the information is needed for operating the Plant and not needed for further commercial use;

(2) Use under this Project and further commercial use, when the information is needed for practising the results of the Project, in which case rights shall be obtained to permit either further licensing by the Operating Agent or direct licensing from the owner on reasonable terms and conditions to the Contracting Parties, their Governments and the nationals of their countries designated by the Contracting Parties for use in all countries.

(j) Proprietary information solely owned or controlled by a Contracting Party which is needed for the Project shall be licensed to the Operating Agent for use in the Project only at no cost to the Project. If such information is partially owned or controlled by a Contracting Party, then efforts shall be made by the Contracting Party to reduce or eliminate as possible the benefit that might accrue to it.

(k) Each Contracting Party agrees to license for use in the field of fluidised combustion and on reasonable terms and conditions all proprietary information solely owned or controlled by it which is useful in practising the results of the Project and has been utilized in the Project to:

(1) The other Contracting Parties, their Governments and nationals of their countries designated by the Contracting Parties for use in all countries;

(2) The Governments of Agency Participating Countries and nationals designated by them for use in their respective countries in order to meet their energy needs.

In determining reasonable terms and conditions for licensing proprietary information owned or controlled, in whole or in part, by a Contracting Party for use other than in the Project as required in this Article, consideration shall be given to the equities of the other Contracting Parties based upon the sharing of obligations, contributions, rights and benefits of all Contracting Parties.

(l) Patents solely owned or controlled by a Contracting Party which are needed for the Project shall be licensed to the Operating Agent for use in the Project only at no cost to the Project. If such patents are partially owned or controlled by a Contracting Party then efforts shall be made by the Contracting Party to reduce or eliminate as possible the benefit that might accrue to it.

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(m) Each Contracting Party agrees to license for use in the field of fluidised combustion and on reasonable terms and conditions all patents solely owned or controlled by it which are useful in practising the results of the Project and have been utilized in the Project to:

(1) The other Contracting Parties, their Governments and nationals of their countries designated by the Contracting Parties for use in all countries; and

(2) The Governments of Agency Participating Countries and nationals designated by them for use in their respective countries in order to meet their energy needs.

In determining reasonable terms and conditions for licensing patents owned or controlled, in whole or in part, by a Contracting Party for use other than in the Project as required in this Article, consideration shall be given to the equities of the other Contracting Parties based upon the sharing of obligations, contributions, rights and benefits of all Contracting Parties.

(n) Patents owned or controlled, in whole or in part, by parties other than the Contracting Parties may be procured by or licensed to the Operating Agent only with the express approval of and under terms and conditions stipulated by the Executive Committee.

(o) Inventions made or conceived in the course of or under the Project (arising inventions) shall be identified promptly and reported by the Operating Agent along with a recommendation of the countries in which patent applications should be filed. The Executive Committee shall establish procedures for processing such recommendations to determine where and when patent applications will be filed at the expense of the Project.

(p) Information regarding inventions on which patent protection is to be obtained shall not be published or publicly disclosed by the Operating Agent or the Contracting Parties until a patent application has been filed in any of the countries of the Contracting Parties, provided, however, that this restriction on publication or disclosure shall not extend beyond six months from the date of reporting of the invention. It shall be the responsibility of the Operating Agent to appropriately mark Project reports which disclose inventions that have not been appropriately protected by the filing of a patent application.

(q) Patents obtained in the country of each Contracting Party shall be jointly owned by the Contracting Party for that country and the Operating Agent which shall hold its interest for the benefit of the Contracting Parties. Patents obtained in other countries shall be owned by the Operating Agent for the benefit of the Contracting Parties.

(r) Each Contracting Party shall have the sole right to license its Government and nationals of its country designated by it to use patents and patent applications arising from the Project in its country and the Contracting Party shall notify the other Contracting Parties of the terms of such licences. Royalties obtained by such licensing shall be the property of the Contracting Party. Other licences under such patents and patent applications shall be granted by the Operating Agent:

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(1) To each Contracting Party, its Government and nationals of its country designated by the Contracting Party for use in all countries on favourable terms and conditions as stipulated by the Executive Committee, taking into account the equities of the Contracting Parties based upon the sharing of obligations, contributions, rights and benefits of all Contracting Parties;

(2) To the Government of any Agency Participating Country and nationals designated by it for use in such country on reasonable terms and conditions as stipulated by the Executive Committee in order to meet its energy needs.

Royalties obtained from such other licensing shall be held by the Operating Agent for the benefit of the Contracting Parties.

(s) The Operating Agent shall take appropriate measures necessary to protect copyrightable material generated under the Project. Copyrights obtained shall be the property of the Operating Agent for the benefit of the Contracting Parties, provided, however, that the Contracting Parties may reproduce and distribute such material, but shall not publish it with a view to profit.

(t) Each Contracting Party and the Operating Agent will, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the co-operation from its authors and inventors required to carry out the provisions of this Article. Each Contracting Party will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

(u) The Executive Committee may establish guidelines to determine what constitutes a "national" of a Contracting Party. Disputes that cannot be settled by the Executive Committee shall be settled under Article 9 *(d)*.

Article 8

LEGAL RESPONSIBILITY AND INSURANCE

(a) The Operating Agent shall use all reasonable skill and care in carrying out its duties under this Agreement and shall be responsible for ensuring that the Project is conducted in accordance with all applicable laws and regulations. Except as otherwise provided in this Article, the cost of all damage to property and all legal liabilities, claims, actions, costs and expenses connected therewith, shall be borne by the Contracting Parties in equal shares.

(b) The Operating Agent shall propose to the Executive Committee all necessary liability, fire and other insurance. The Operating Agent shall carry such insurance as the Executive Committee may direct. The cost of obtaining and maintaining insurance shall be charged to the Budget of the Project.

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(c) The Operating Agent shall be liable in its capacity as Operating Agent to indemnify the Contracting Parties against the cost of any damage to property and against all legal liabilities, actions, claims, costs and expenses connected therewith to the extent that they:

(1) Result from the failure of the Operating Agent to maintain any such insurance as it is required to maintain under paragraph *(b)* above;

(2) Result from the gross negligence or wilful misconduct of any of the Operating Agent's employees or officers carrying out its duties under this Agreement.

(d) The obligations of each of the Contracting Parties and the Operating Agent (other than any obligations to make payment of any monies as hereinbefore provided) shall be suspended for any period during which such Contracting Party or the Operating Agent is prevented or substantially hindered from complying therewith, in whole or in part, by any cause beyond its control including, but not limited to, acts of God, unavoidable accidents, laws, rules, regulations or orders of any national, state, governmental or local authority, acts of war or conditions arising out of or attributable to war, strikes, lockouts or other disputes with work-people, shortages of materials, equipment or labour or shortages of or delays in transportation. Such Contracting Party or the Operating Agent shall use all reasonable endeavours to minimise the effects of such prevention or hindrance and shall give notice to the Contracting Parties promptly after the start and finish thereof.

Article 9

LEGISLATIVE PROVISIONS

(a) Each Contracting Party shall, within the framework of applicable legislation, use its best endeavours to facilitate the accomplishment of formalities involved in the movement of persons, the importation of materials and equipment and the transfer of currency which shall be required to operate the Project.

(b) The participation of each Contracting Party in the Project shall be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to the constitution, laws and regulations applicable to the Contracting Party, including, but not limited to, laws establishing prohibitions upon the payment of commissions, percentages, brokerage or contingent fees to persons retained to solicit government contracts, and upon any share of such contracts accruing to governmental officials.

(c) The Project shall in its operations take account, as appropriate, of the Guiding Principles for Co-operation in the Field of Energy Research and Development, and any modification thereof as well as other decisions of the Governing Board of the Agency in that field. The termination of those Guiding Principles shall not affect this Agreement which shall remain in force in accordance with the terms hereof.

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(d) Any dispute among the Contracting Parties concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement shall be referred to a tribunal of three arbitrators to be chosen by the Contracting Parties concerned who shall also choose the Chairman of the tribunal. Should the Contracting Parties concerned fail to agree upon the composition of the tribunal or the selection of the Chairman, the President of the International Court of Justice shall, at the request of any of the Contracting Parties concerned, exercise those responsibilities. The tribunal shall decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and its decision on a question of fact shall be final and binding on the Contracting Parties. The Operating Agent shall be regarded as a Contracting Party for the purpose of this paragraph.

Article 10

ADDITION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) Upon the invitation of the Executive Committee, participation in the Project as a Contracting Party shall be open to the government of any Agency Participating Country (or a national agency, public organisation, private corporation, company or other entity proposed by such government) which signs this Agreement and assumes the rights and obligations of a Contracting Party. Such participation shall be effective upon the adoption by the Executive Committee of consequential amendments to this Agreement.

(b) The government of any other Member of the Organisation for Economic Co-operation and Development may, on the proposal of the Executive Committee, be invited by the Governing Board of the Agency to participate in the Project as a Contracting Party (or to propose a national agency, public organisation, private corporation, company or other entity to do so) to sign this Agreement and to assume the rights and obligations of a Contracting Party. Such participation shall be effective upon the adoption by the Executive Committee of consequential amendments to this Agreement.

(c) The European Communities may participate in the Project in accordance with arrangements to be made with the Executive Committee.

(d) It shall be a condition of participation of any new Contracting Party under paragraph *(a)* or *(b)* above, or participation under paragraph *(c)* above, that the Contracting Party or participant shall contribute, in accordance with rules laid down by the Executive Committee, an appropriate proportion of the expenditure of the Project prior to the date of such participation.

(e) With the agreement of the Executive Committee, and upon the request of a Government, a Contracting Party proposed by that Government may be replaced by another party. The replacement party shall sign this Agreement and assume the rights and obligations of a Contracting Party.

(f) Any Contracting Party may withdraw from this Agreement at any time with the agreement of the Executive Committee, or by giving twelve months written

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notice to that effect to the Operating Agent, such notice not to take effect until completion of Stage 3 in the event of a decision being made to proceed to that Stage. The withdrawal of a Contracting Party under this paragraph shall not affect the rights and obligations of the continuing Contracting Parties, except that the proportionate shares of the Budget shall be adjusted to take account of such withdrawal.

(g) If a Contracting Party serving as Operating Agent withdraws from this Agreement under paragraph *(f)* above, or ceases to participate under Article 9 *(b)* then:

(1) The withdrawing Contracting Party agrees that it will permit the Plant to be used for the purposes of the Project and will grant all access to the Plant necessary to enable the Project to continue;

(2) The withdrawing Contracting Party agrees that, if so requested, it will be prepared to continue to operate the Plant on terms to be agreed with the Executive Committee, which terms shall ensure that the withdrawing Contracting Party shall not make a loss on the continued operation of the Plant;

(3) If no agreement is reached under paragraph (2) above for the withdrawing Contracting Party to continue to operate the Plant, it shall account to the Executive Committee and shall transfer to a replacement Operating Agent all property rights which it may have acquired under Article 2 *(b)*. The Executive Committee shall agree on appropriate arrangements to ensure that the withdrawing Contracting Party is freed from continuing commitments and is indemnified against all expenditure and commitments it has incurred for the purposes of the Project as Operating Agent in accordance with this Agreement.

(h) A Contracting Party other than a Government shall forthwith notify the Executive Committee of any significant change in its status or ownership or of its becoming bankrupt or entering into liquidation. The Executive Committee (excluding the Contracting Party concerned) shall determine whether any change in status or ownership or bankruptcy or liquidation of a Contracting Party significantly affects the interests of the other Contracting Parties; if the Executive Committee so determines, then, unless the Executive Committee, acting upon the unanimous decision of the other Contracting Parties, otherwise agrees:

(1) That Contracting Party shall be deemed to have withdrawn from the Agreement under paragraph *(f)* above on a date fixed by the Executive Committee; and

(2) The Executive Committee shall invite the Government which proposed that Contracting Party to propose (within a period of three months of the withdrawal of that Contracting Party) a different entity to become a Contracting Party and, if approved by the Executive Committee, such entity shall become a Contracting Party with effect from the date on which it signs this Agreement and assumes the rights and obligations of a Contracting Party.

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(i) Any Contracting Party which fails to fulfil its obligations under this Agreement within sixty days after its receipt of notice invoking this paragraph and specifying the nature of those obligations, may be deemed by the Executive Committee, acting upon the unanimous decision of the other Contracting Parties, to have withdrawn from this Agreement.

Article 11

FINAL PROVISIONS

(a) This Agreement shall remain in force for an initial period of eight years from the date hereof and shall continue in force thereafter on agreement of the Executive Committee.

(b) The Operating Agent may in addition to the express provisions laid down in Articles 2 *(f)* (3) and 6 enter into agreements in the interest of the Project in accordance with rules laid down by the Executive Committee. Such agreements may provide for exchanges of information, scientific and technical personnel, association with the work of the Project and other matters agreed by the Executive Committee.

(c) The Executive Committee may agree to conduct tests on the Plant on behalf of entities designated by the governments of Agency Participating Countries, to fix the fee for such tests and establish obligations of confidentiality and restrictions on the use of Project intellectual property.

(d) Nothing in this Agreement shall be regarded as constituting a partnership between the Contracting Parties or any of them.

(e) Any notice or information required to be served or given to a Contracting Party under this Agreement shall be addressed to the representative of the Contracting Party designated to the Executive Committee and if sent by first class telex or cable shall be deemed to be duly given twenty-four hours after being dispatched.

(f) Upon termination of this Agreement, the Executive Committee shall decide upon the liquidation of the assets of the Project in whole or part and any distribution which might be made to the present and former Contracting Parties. The Executive Committee shall, so far as practicable, distribute the assets of the Project, or the proceeds therefrom, in proportion to the contributions which the Contracting Parties have made from the beginning of the operation of the Project and for that purpose shall take into account the contributions and any outstanding obligations of former Contracting Parties (provided that no former Contracting Party shall be entitled to have any access to or rights in any assets of the Project acquired after it has ceased to be a Contracting Party). Disputes with a former Contracting Party about the proportion allocated to it under this provision shall be settled under Article 9 *(d)* and for that purpose a former Contracting Party shall be regarded as a Contracting Party.

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(g) Upon termination of this Agreement, the Executive Committee shall also agree upon appropriate arrangements to ensure that the Operating Agent is indemnified against all expenditures and commitments it has incurred for the purposes of the Project in accordance with this Agreement.

(h) This Agreement may be amended at any time by the Executive Committee. Such amendments shall come into force in a manner determined by the Executive Committee.

(i) The original of this Agreement shall be deposited with the Executive Director of the Agency and a certified copy thereof shall be furnished to each Contracting Party. A copy of this Agreement shall be furnished to each Agency Participating Country, to each Member country of the Organisation for Economic Co-operation and Development and to the European Communities.

Done in Paris, this 20th day of November, 1975.

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For the KERNFORSCHUNGSANLAGE JÜLICH G.M.B.H. (proposed by Germany): ENGELMANN p. pa. STÖCKER

For the NATIONAL COAL BOARD, a Public Corporation (proposed by the United Kingdom): L. GRAINGER

For the ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION for and on behalf of the Government of the United States of America: ROBERT C. SEAMANS, JR.

NCB (IEA SERVICES) LTD., a wholly-owned subsidiary of the National Coal Board, hereby accepts the rights and powers and agrees to carry out the obligations and functions of the Operating Agent as provided in the above Agreement.

For NCB (IEA SERVICES) LTD.: L. GRAINGER

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Annex 1

Contributions of the Contracting Parties shall be based on the principle of equal shares. Two or more parties desiring jointly to make a contribution equal to that of an individual Contracting Party may make such a contribution in proportions agreed among themselves. Such arrangements shall be announced at the time of signature of this Agreement. Such parties shall together constitute one Contracting Party for the purposes of this Agreement and, as such, shall jointly designate one member of the Executive Committee (and an alternate member) who shall be entitled to exercise (jointly but not severally) one vote in the Executive Committee.

Annex 2

SCHEDULE OF EXPENDITURE £ MILLION AT MAY 1975 PRICES

Staffing Levels	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Total
(Man-years)	11	16	29	56	63	63	63	16	
Costs	£	£	£	£	£	£	£	£	£
Design Consultants' Fees and Acquisition of Data	0.185	0.015	—	—	—	—	—	—	0.200
Salaries and Related	0.050	0.072	0.140	0.272	0.310	0.310	0.310	0.078	1.542
Services (Secretariat and General)	0.020	0.020	0.042	0.080	0.090	0.090	0.090	0.022	0.454
Accommodation (Rent, Equipment, etc.)	0.010	0.020	0.027	0.053	0.060	0.060	0.060	0.015	0.305
General Office Costs	0.010	0.010	0.017	0.020	0.020	0.020	0.020	0.005	0.122
International Liaison, Travelling, etc.	0.010	0.010	0.017	0.020	0.020	0.020	0.020	0.005	0.122
Fuel (coal at £17/ton)	—	—	—	0.120	0.600	0.600	0.450	0.110	1.880
Repairs and Maintenance	—	—	—	0.030	0.120	0.120	0.120	0.030	0.420
Power and Consumables	—	—	—	0.005	0.020	0.020	0.020	0.005	0.070
Laboratory Services and Supporting Studies (Consultants and Hardware)	—	—	—	0.025	0.100	0.100	0.100	0.025	0.350
Capital Expenditure on Main Plant (excluding gas turbine)	—	1.515	2.020	1.262	0.253	—	—	—	5.050
TOTAL	0.285	1.662	2.263	1.887	1.593	1.340	1.190	0.295	10.515

TIMESCALE OF FLUIDISED BED COMBUSTION PROJECT

Year	1	2	3	4	5	6	7	8	
Quarters	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	Cost*
Stage 1 (11 months)	x x x x								£0.27 million
Stage 2 (4 months)		x x							£0.055 million
Stage 3 (2½ years)		x x x	x x x x	x x x					£5.72 million
Stage 4 (3½ years)				x	x x x x	x x x x	x x x x	x	£4.47 million

* *Note:* These costs assume that operation will continue to the next Stage. Premature termination of the Project is estimated to cost the equivalent of 6 months of salaries, services, accommodation etc. and would amount to £50,000 for Stage 1 and Stage 2, and £250,000 for Stage 3.

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The Legal Advisor of the International Energy Agency hereby certifies that the present copy conforms to the original text deposited with the Executive Director of the International Energy Agency (with Article 4 (*e*) corrected by agreement of the Contracting Parties).

Paris, 18th October, 1976

THE LEGAL ADVISOR:

Richard F. Scott

RICHARD F. SCOTT

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MULTILATERAL

Energy: Man-Made Geothermal Energy Systems

Implementing agreement done at Paris October 6, 1977; Entered into force October 6, 1977.

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR A PROGRAMME OF RESEARCH AND DEVELOPMENT ON MAN-MADE GEOTHERMAL ENERGY SYSTEMS

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT FOR A PROGRAMME OF RESEARCH AND DEVELOPMENT ON MAN-MADE GEOTHERMAL ENERGY SYSTEMS

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments or international organizations or parties designated by their respective governments pursuant to Article III of the Guiding Principles for Co-operation in the Field of Energy Research and Development adopted by the Governing Board of the International Energy Agency (the "Agency") on 28th July, 1975,[1] wish to take part in the establishment and operation of a Programme of Research and Development on Man-made Geothermal Energy Systems (the "Programme") as provided in this Agreement;

CONSIDERING that the Contracting Parties which are governments and the governments of the other Contracting Parties (referred to collectively as the "Governments") participate in the Agency and have agreed in Article 41 of the Agreement on an International Energy Program[2] (the "I.E.P. Agreement") to undertake national programmes in the areas set out in Article 42 of the I.E.P. Agreement, including energy research and development, and have referred in Chapter IV of the Long-Term Co-operation Programme, adopted by the Governing Board of the Agency on 30th January, 1976,[3] to the establishment of a co-operative programme on geothermal energy;

CONSIDERING that in the Governing Board of the Agency on 28th June, 1977 the Governments approved the Programme as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognized the establishment of the Programme as an important component of international co-operation in the field of geothermal energy research and development;

HAVE AGREED as follows:

Article 1

OBJECTIVES

(a) Scope of Activity. The Programme to be carried out by the Contracting Parties within the framework of this Agreement shall consist of co-operative research, development, demonstrations and exchanges of information regarding man-made geothermal energy systems.

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[1] TIAS 8229; 27 UST 249.
[2] Done Nov. 18, 1974. TIAS 8278; 27 UST 1708.
[3] TIAS 8229; 27 UST 248.

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(b) *Method of Implementation.* The Contracting Parties shall implement the Programme by undertaking one or more tasks (the "Task" or "Tasks") each of which will be open to participation by two or more Contracting Parties as provided in Article 2 hereof. The Contracting Parties which participate in a particular Task are, for the purposes of that Task, referred to in this Agreement as "Participants".

(c) *Task Co-ordination and Co-operation.* The Contracting Parties shall co-operate in co-ordinating the work of the various Tasks and shall endeavour, on the basis of an appropriate sharing of burdens and benefits, to encourage co-operation among Participants engaged in the various Tasks with the objective of advancing the research and development activities of all Contracting Parties in the field of man-made geothermal energy systems.

Article 2

IDENTIFICATION AND INITIATION OF TASKS

(a) *Identification.* The Tasks undertaken by Participants are identified in the Annexes to this Agreement. At the time of signing this Agreement, each Contracting Party shall confirm its intention to participate in one or more Tasks by giving the Executive Director of the Agency a Notice of Participation in the relevant Annex or Annexes and the Operating Agent for each Task shall give the Executive Director of the Agency a Notice of Acceptance of the Task Annex. Thereafter, each Task shall be carried out in accordance with the procedures set forth in Articles 2 to 11 hereof, unless otherwise specifically provided in the applicable Annex.

(b) *Initiation of Additional Tasks.* Additional Tasks may be initiated by any Contracting Party according to the following procedure:

(1) A Contracting Party wishing to initiate a new Task shall present to one or more Contracting Parties for approval a draft Annex, similar in form to the Annexes attached hereto, containing a description of the scope of work and conditions of the Task proposed to be performed;

(2) Whenever two or more Contracting Parties agree to undertake a new Task, they shall submit the draft Annex for approval by the Executive Committee pursuant to Article 3 *(e)* (2) hereof; the approved draft Annex shall become part of this Agreement; Notice of Participation in the Task by Contracting Parties and acceptance by the Operating Agent shall be communicated to the Executive Director in the manner provided in paragraph *(a)* above;

(3) In carrying out the various Tasks, Participants shall co-ordinate their activities in order to avoid duplication of activities.

(c) *Application of Task Annexes.* Each Annex shall be binding only upon the Participants therein and upon the Operating Agent for that Task, and shall not affect the rights or obligations of other Contracting Parties.

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Article 3

THE EXECUTIVE COMMITTEE

(a) Supervisory Control. Control of the Programme shall be vested in the Executive Committee constituted under this Article.

(b) Membership. The Executive Committee shall consist of one member designated by each Contracting Party; each Contracting Party shall also designate an alternate member to serve on the Executive Committee in the event that its designated member is unable to do so.

(c) Responsibilities. The Executive Committee shall:

(1) Adopt for each year, acting by unanimity, the Programme of Work, and Budget if foreseen, for each Task, together with an indicative programme of work and budget for the following two years; the Executive Committee may, as required, make adjustments within the framework of the Programme of Work and Budget;

(2) Make such rules and regulations as may be required for the sound management of the Tasks, including financial rules as provided in Article 6 hereof;

(3) Carry out the other functions conferred upon it by this Agreement and the Annexes hereto; and

(4) Consider any matters submitted to it by any of the Operating Agents or by any Contracting Party.

(d) Procedure. The Executive Committee shall carry out its responsibilities in accordance with the following procedures:

(1) The Executive Committee shall each year elect a Chairman and one or more Vice-Chairmen;

(2) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning. A representative of the Agency and a representative of each Operating Agent (in its capacity as such) may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;

(3) The Executive Committee shall meet in regular session twice each year; a special meeting shall be convened upon the request of any Contracting Party which can demonstrate the need therefor;

(4) Meetings of the Executive Committee shall be held at such time and in such office or offices as may be designated by the Committee;

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(5) At least twenty-eight days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be given to each Contracting Party and to other persons or entities entitled to attend the meeting; notice need not be given to any person or entity otherwise entitled thereto if notice is waived before or after the meeting;

(6) The quorum for the transaction of business in meetings of the Executive Committee shall be one-half of the members plus one (less any resulting fraction) provided that any action relating to a particular Task shall require a quorum as aforesaid of members or alternate members designated by the Participants in that Task.

(e) *Voting.*

(1) When the Executive Committee adopts a decision or recommendation for or concerning a particular Task, the Executive Committee shall act:

(i) When unanimity is required under this Agreement: by agreement of those members or alternate members which were designated by the Participants in that Task and which are present and voting;

(ii) When no express voting provision is made in this Agreement: by majority vote of those members or alternate members which were designated by the Participants in that Task and which are present and voting.

(2) In all other cases in which this Agreement expressly requires the Executive Committee to act by unanimity, this shall require the agreement of each member or alternate member present and voting, and in respect of all other decisions and recommendations for which no express voting provision is made in this Agreement, the Executive Committee shall act by a majority vote of the members or alternate members present and voting. If a government has designated more than one Contracting Party to this Agreement, those Contracting Parties may cast only one vote under this paragraph.

(3) The decisions and recommendations referred to in sub-paragraphs (1) and (2) above may, with the agreement of each member or alternate member entitled to act thereon, be made by mail, telex or cable without the necessity for calling a meeting. Such action shall be taken by unanimity or majority of such members as in a meeting. The Chairman of the Executive Committee shall ensure that all members are informed of each decision or recommendation made pursuant to this sub-paragraph.

(f) *Reports.* The Executive Committee shall, at least annually, provide the Agency with periodic reports on the progress of the Programme.

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Article 4

THE OPERATING AGENTS

(a) Designation. Participants shall designate in the relevant Annex an Operating Agent for each Task. References in this Agreement to the Operating Agent shall apply to each Operating Agent in respect of the Task for which it is responsible.

(b) Scope of Authority to Act on Behalf of Participants. Subject to the provisions of the applicable Annex:

(1) All legal acts required to carry out each Task shall be performed on behalf of the Participants by the Operating Agent for the Task;

(2) The Operating Agent shall hold, for the benefit of the Participants, the legal title to all property rights which may accrue to or be acquired for the Task.

The Operating Agent shall operate the Task under its supervision and responsibility, subject to this Agreement, in accordance with the law of the country of the Operating Agent.

(c) Reimbursements of Costs. The Executive Committee may provide that expenses and costs incurred by an Operating Agent in acting as such pursuant to this Agreement shall be reimbursed to the Operating Agent from funds made available by the Participants pursuant to Article 6 hereof.

(d) Replacement. Should the Executive Committee wish to replace an Operating Agent with another government or entity, the Executive Committee may, acting by unanimity and with the consent of such government or entity, replace the initial Operating Agent. References in this Agreement to the "Operating Agent" shall include any government or entity appointed to replace the original Operating Agent under this paragraph.

(e) Resignation. An Operating Agent shall have the right to resign at any time by giving six months written notice to that effect to the Executive Committee, provided that:

(1) A Participant, or entity designated by a Participant, is at such time willing to assume the duties and obligations of the Operating Agent and so notifies the Executive Committee and the other Participants to that effect, in writing, not less than three months in advance of the effective date of such resignation; and

(2) Such Participant or entity is approved by the Executive Committee, acting by unanimity.

(f) Accounting. An Operating Agent which is replaced or which resigns as Operating Agent shall provide the Executive Committee with an accounting of any monies and other assets which it may have collected or acquired for the Task in the course of carrying out its responsibilities as Operating Agent.

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(g) *Transfer of Rights.* In the event that another Operating Agent is appointed under paragraph *(d)* or *(e)* above, the Operating Agent shall transfer to such replacement Operating Agent any property rights which it may hold on behalf of the Task.

(h) *Information and Reports.* Each Operating Agent shall furnish to the Executive Committee such information concerning the Task as the Committee may request and shall each year submit, not later than two months after the end of the financial year, a report on the status of the Task.

Article 5

ADMINISTRATION AND STAFF

(a) *Administration of Tasks.* Each Operating Agent shall be responsible to the Executive Committee for implementing its designated Task in accordance with this Agreement, the applicable Task Annex, and the decisions of the Executive Committee.

(b) *Staff.* It shall be the responsibility of the Operating Agent to retain such staff as may be required to carry out its designated Task in accordance with rules determined by the Executive Committee. The Operating Agent may also, as required, utilize the services of personnel employed by other Participants (or organizations or other entities designated by Contracting Parties) and made available to the Operating Agent by secondment or otherwise. Such personnel shall be remunerated by their respective employers and shall, except as provided in this Article, be subject to their employers' conditions of service. The Contracting Parties shall be entitled to claim the appropriate cost of such remuneration or to receive an appropriate oredit for such cost as part of the Budget of the Task, in accordance with Article 6 *(f)* (6) hereof.

Article 6

FINANCE

(a) *Individual Obligations.* Each Contracting Party shall bear the costs it incurs in carrying out this Agreement, including the costs of formulating or transmitting reports and of reimbursing its employees for travel and other per diem expenses incurred in connection with work carried out on the respective Tasks, unless provision is made for such costs to be reimbursed from common funds as provided in paragraph *(g)* below.

(b) *Common Financial Obligations.* Participants wishing to share the costs of a particular Task shall agree in the appropriate Task Annex to do so. The apportionment of contributions to such costs (whether in the form of cash, services rendered, intellectual property or the supply of materials) and the use of such contributions shall be governed by the regulations and decisions made pursuant to this Article by the Executive Committee.

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(c) Financial Rules, Expenditure. The Executive Committee, acting by unanimity, may make such regulations as are required for the sound financial management of each Task including, where necessary:

(1) Establishment of budgetary and procurement procedures to be used by the Operating Agent in making payments from any common funds which may be maintained by Participants for the account of the Task or in making contracts on behalf of the Participants;

(2) Establishment of minimum levels of expenditure for which Executive Committee approval shall be required, including expenditure involving payment of monies to the Operating Agent for other than routine salary and administrative expenses previously approved by the Executive Committee in the budget process.

In the expenditure of common funds, the Operating Agent shall take into account the necessity of ensuring a fair distribution of such expenditure in the Participants' countries, where this is fully compatible with the most efficient technical and financial management of the Task.

(d) Crediting of Income to Budget. Any income which accrues from a Task shall be credited to the Budget of that Task.

(e) Accounting. The system of accounts employed by the Operating Agent shall be in accordance with accounting principles generally accepted in the country of the Operating Agent and consistently applied.

(f) Programme of Work and Budget, Keeping of Accounts. Should Participants agree to maintain common funds for the payment of obligations under a Programme of Work and Budget of the Task, the following provisions shall be applicable unless the Executive Committee, acting by unanimity, decides otherwise:

(1) The financial year of the Task shall correspond to the financial year of the Operating Agent;

(2) The Operating Agent shall each year prepare and submit to the Executive Committee for approval a draft Programme of Work and Budget, together with an indicative programme of work and budget for the following two years, not later than three months before the beginning of each financial year;

(3) The Operating Agent shall maintain complete, separate financial records which shall clearly account for all funds and property coming into the custody or possession of the Operating Agent in connection with the Task;

(4) Not later than three months after the close of each financial year the Operating Agent shall submit to auditors selected by the Executive Committee for audit the annual accounts maintained for the Task; upon completion of the annual audit, the Operating Agent shall present the

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accounts together with the auditors' report to the Executive Committee for approval;

(5) All books of account and records maintained by the Operating Agent shall be preserved for at least three years from the date of termination of the Task;

(6) Where provided in the relevant Annex, a Participant supplying services, materials or intellectual property to the Task shall be entitled to a credit, determined by the Executive Committee, acting by unanimity, against its contribution (or to compensation, if the value of such services, materials or intellectual property exceeds the amount of the Participant's contribution); such credits for services of staff shall be calculated on an agreed scale approved by the Executive Committee and include all payroll-related costs.

(g) Contribution to Common Funds. Should Participants agree to establish common funds under the annual Programme of Work and Budget for a Task, any financial contributions due from Participants in a Task shall be paid to the Operating Agent in the currency of the country of the Operating Agent at such times and upon such other conditions as the Executive Committee, acting by unanimity, shall determine, provided however that:

(1) Contributions received by the Operating Agent shall be used solely in accordance with the Programme of Work and Budget for the Task;

(2) The Operating Agent shall be under no obligation to carry out any work on the Task until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received.

(h) Ancillary Services. Ancillary services may, as agreed between the Executive Committee and the Operating Agent, be provided by that Operating Agent for the operation of a Task and the costs of such services, including overheads connected therewith, may be met from budgeted funds of that Task.

(i) Taxes. The Operating Agent shall pay all taxes and similar impositions (other than taxes on income) imposed by national or local governments and incurred by it in connection with a Task, as expenditure incurred in the operation of that Task under the Budget; the Operating Agent shall, however, endeavour to obtain all possible exemptions from such taxes.

(j) Audit. Each Participant shall have the right, at its sole cost, to audit the accounts of any work in a Task for which common funds are maintained on the following terms:

(1) The Operating Agent shall provide the other Participants with an opportunity to participate in such audits on a cost-shared basis;

(2) Accounts and records relating to activities of the Operating Agent other than those conducted for the Task shall be excluded from such audit,

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but if the Participant concerned requires verification of charges to the Budget representing services rendered to the Task by the Operating Agent, it may at its own cost request and obtain an audit certificate in this respect from the auditors of the Operating Agent;

(3) Not more than one such audit shall be required in any financial year;

(4) Any such audit shall be carried out by not more than three representatives of the Participants.

Article 7

INFORMATION AND INTELLECTUAL PROPERTY

It is expected that for each Task agreed to pursuant to this Agreement, the applicable Annex will contain information and intellectual property provisions. The General Guidelines Concerning Information and Intellectual Property, approved by the Governing Board of the Agency on 21st November, 1975,[1] shall be taken into account in developing such provisions.

Article 8

LEGAL RESPONSIBILITY AND INSURANCE

(a) *Liability of Operating Agent.* The Operating Agent shall use all reasonable skill and care in carrying out its duties under this Agreement in accordance with all applicable laws and regulations. Except as otherwise provided in this Article, the cost of all damage to property, and all expenses associated with claims, actions and other costs arising from work undertaken with common funds for a Task shall be charged to the Budget of that Task; such costs and expenses arising from other work undertaken for a Task shall be charged to the Budget of that Task if the Task Annex so provides or the Executive Committee, acting by unanimity, so decides.

(b) *Insurance.* The Operating Agent shall propose to the Executive Committee all necessary liability, fire and other insurance, and shall carry such insurance as the Executive Committee may direct. The cost of obtaining and maintaining insurance shall be charged to the Budget of the Task.

(c) *Indemnification of Contracting Parties.* The Operating Agent shall be liable, in its capacity as such, to indemnify Participants against the cost of any damage to property and all legal liabilities, actions, claims, costs and expenses connected therewith to the extent that they:

[1] TIAS 8229; 27 UST 252.

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(1) Result from the failure of the Operating Agent to maintain such insurance as it may be required to maintain under paragraph *(b)* above; or

(2) Result from the gross negligence or wilful misconduct of any officers or employees of the Operating Agent in carrying out their duties under this Agreement.

Article 9

LEGISLATIVE PROVISIONS

(a) Accomplishment of Formalities. Each Participant shall request the appropriate authorities of its country (or its Member States in the case of an international organization) to use their best endeavours, within the framework of applicable legislation, to facilitate the accomplishment of formalities involved in the movement of persons, the importation of materials and equipment and the transfer of currency which shall be required to conduct the Task in which it is engaged.

(b) Applicable Laws. In carrying out this Agreement and its Annexes, the Contracting Parties shall be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to the constitution, laws and regulations applicable to the respective Contracting Parties, including, but not limited to, laws establishing prohibitions upon the payment of commissions, percentages, brokerage or contingent fees to persons retained to solicit governmental contracts and upon any share of such contracts accruing to governmental officials.

(c) Decisions of Agency Governing Board. Participants in the various Tasks shall take account, as appropriate, of the Guiding Principles for Co-operation in the Field of Energy Research and Development, and any modification thereof, as well as other decisions of the Governing Board of the Agency in that field. The termination of the Guiding Principles shall not affect this Agreement, which shall remain in force in accordance with the terms hereof.

(d) Settlement of Disputes. Any dispute among the Contracting Parties concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement shall be referred to a tribunal of three arbitrators to be chosen by the Contracting Parties concerned who shall also choose the Chairman of the tribunal. Should the Contracting Parties concerned fail to agree upon the composition of the tribunal or the selection of its Chairman, the President of the International Court of Justice shall, at the request of any of the Contracting Parties concerned, exercise those responsibilities. The tribunal shall decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and its decision on a question of fact shall be final and binding on the Contracting Parties. Operating Agents which are not Contracting Parties shall be regarded as Contracting Parties for the purpose of this paragraph.

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Article 10

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) *Admission of New Contracting Parties: Agency Countries.* Upon the invitation of the Executive Committee, acting by unanimity, admission to this Agreement shall be open to the government of any Agency Participating Country (or a national agency, public organization, private corporation, company or other entity designated by such government), which signs or accedes to this Agreement, accepts the rights and obligations of a Contracting Party, and is accepted for participation in at least one Task by the Participants in that Task, acting by unanimity. Such admission of a Contracting Party shall become effective upon the signature of this Agreement by the new Contracting Party or its accession thereto and its giving Notice of Participation in one or more Annexes and the adoption of any consequential amendments thereto.

(b) *Admission of New Contracting Parties: Other OECD Countries.* The government of any Member of the Organisation for Economic Co-operation and Development which does not participate in the Agency may, on the proposal of the Executive Committee, acting by unanimity, be invited by the Governing Board of the Agency to become a Contracting Party to this Agreement (or to designate a national agency, public organization, private corporation, company or other entity to do so), under the conditions stated in paragraph *(a)* above.

(c) *Participation by the European Communities.* The European Communities may participate in this Agreement in accordance with arrangements to be made by the Executive Committee, acting by unanimity.

(d) *Admission of New Participants in Tasks.* Any Contracting Party may, with the agreement of the Participants in a Task, acting by unanimity, become a Participant in that Task. Such participation shall become effective upon the Contracting Party's giving the Executive Director of the Agency a Notice of Participation in the appropriate Task Annex and the adoption of consequential amendments thereto.

(e) *Contributions.* The Executive Committee may require, as a condition to admission to participation, that the new Contracting Party or new Participant shall contribute (in the form of cash, services or materials) an appropriate proportion of the prior budget expenditure of any Task in which it participates.

(f) *Replacement of Contracting Parties.* With the agreement of the Executive Committee, acting by unanimity, and upon the request of a government, a Contracting Party designated by that government may be replaced by another party. In the event of such replacement, the replacement party shall assume the rights and obligations of a Contracting Party as provided in paragraph *(a)* above and in accordance with the procedure provided therein.

(g) *Withdrawal.* Any Contracting Party may withdraw from this Agreement or from any Task either with the agreement of the Executive Committee, acting by unanimity,

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or by giving twelve months written Notice of Withdrawal to the Executive Director of the Agency, such Notice to be given not less than one year after the date hereof. The withdrawal of a Contracting Party under this paragraph shall not affect the rights and obligations of the other Contracting Parties; except that, where the other Contracting Parties have contributed to common funds for a Task, their proportionate shares in the Task Budget shall be adjusted to take account of such withdrawal.

(h) *Changes of Status of Contracting Party.* A Contracting Party other than a government or an international organization shall forthwith notify the Executive Committee of any significant change in its status or ownership, or of its becoming bankrupt or entering into liquidation. The Executive Committee shall determine whether any such change in status of a Contracting Party significantly affects the interests of the other Contracting Parties; if the Executive Committee so determines, then, unless the Executive Committee, acting upon the unanimous decision of the other Contracting Parties, otherwise agrees:

(1) That Contracting Party shall be deemed to have withdrawn from the Agreement under paragraph *(g)* above on a date to be fixed by the Executive Committee; and

(2) The Executive Committee shall invite the government which designated that Contracting Party to designate, within a period of three months of the withdrawal of that Contracting Party, a different entity to become a Contracting Party; if approved by the Executive Committee, acting by unanimity, such entity shall become a Contracting Party with effect from the date on which it signs or accedes to this Agreement and gives the Executive Director of the Agency a Notice of Participation in one or more Annexes.

(i) *Failure to Fulfil Contractual Obligations.* Any Contracting Party which fails to fulfil its obligations under this Agreement within sixty days after its receipt of notice specifying the nature of such failure and invoking this paragraph, may be deemed by the Executive Committee, acting by unanimity, to have withdrawn from this Agreement.

Article 11

FINAL PROVISIONS

(a) *Term of Agreement.* This Agreement shall remain in force for an initial period of two years from the date hereof, and shall continue in force thereafter unless and until the Executive Committee, acting by unanimity, decides on its termination.

(b) *Legal Relationship of Contracting Parties and Participants.* Nothing in this Agreement shall be regarded as constituting a partnership between any of the Contracting Parties or Participants.

(c) *Termination.* Upon termination of this Agreement, or any Annex to this Agreement, the Executive Committee, acting by unanimity, shall arrange for the liquidation

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of the assets of the Task or Tasks. In the event of such liquidation, the Executive Committee shall, so far as practicable, distribute the assets of the Task, or the proceeds therefrom, in proportion to the contributions which the Participants have made from the beginning of the operation of the Task, and for that purpose shall take into account the contributions and any outstanding obligations of former Contracting Parties. Disputes with a former Contracting Party about the proportion allocated to it under this paragraph shall be settled under Article 9 *(d)* hereof, for which purpose a former Contracting Party shall be regarded as a Contracting Party.

(d) *Amendment.* This Agreement may be amended at any time by the Executive Committee, acting by unanimity, and any Annex to this Agreement may be amended at any time by the Executive Committee, acting by unanimity of the Participants in the Task to which the Annex refers. Such amendments shall come into force in a manner determined by the Executive Committee, acting under the voting rule applicable to the decision to adopt the amendment.

(e) *Deposit.* The original of this Agreement shall be deposited with the Executive Director of the Agency and a certified copy thereof shall be furnished to each Contracting Party. A copy of this Agreement shall be furnished to each Agency Participating Country, to each Member country of the Organisation for Economic Co-operation and Development and to the European Communities.

Done in Paris, this 6th day of October, 1977.

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For the KERNFORSCHUNGSANLAGE JÜLICH GmbH (designated by the Government of Germany):	Dr. P. ENGELMAN Dr. ROLF HOLIGHAUS
For the GOVERNMENT OF JAPAN:	T. HIRAHARA
For the NATIONAL SWEDISH BOARD FOR ENERGY SOURCE DEVELOPMENT (designated by the Government of Sweden):	LARS REY
For the FEDERAL OFFICE OF ENERGY for and on behalf of the Government of Switzerland:	C. ZANGGER Subject to ratification
For the NATURAL ENVIRONMENT RESEARCH COUNCIL (designated by the Government of the United Kingdom of Great Britain and Northern Ireland):	J.F. FAULKNER
For the DEPARTMENT OF ENERGY for and on behalf of the Government of the United States of America:	JAMES R. SCHLESINGER

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Annex I

RESEARCH AND DEVELOPMENT ON MAN-MADE GEOTHERMAL ENERGY SYSTEMS

1. *Definition and Objective*

(a) Definition

A Man-made Geothermal Energy System (MAGES) is a heat extraction system in which the thermal energy contained in the earth's crust is extracted from a rock medium which may have negligible natural permeability and negligible free reservoir fluid, but in which permeability can be induced to permit the passage of a heat transfer fluid in sufficient volumes to constitute an economic heat source.

(b) Objective

The objective of this Task is to identify possible technical systems, to evaluate technical and economic aspects of MAGES and to provide recommendations for possible future laboratory studies, modelling studies, hardware development and field testing at a pilot level. The objective is limited to the processes required to extract the energy and to deliver it to the surface of the earth.

2. *Means*

A jointly-funded study consisting of systems analysis and evaluation of MAGES, will be undertaken. The scope of work will include the following elements:

(a) The identification of possible technical systems using information about existing technical methods and new techniques;

(b) The evaluation of technical and "first order" economic aspects of MAGES with investigation into each of the following problem areas:

(1) Access to Thermal Reservoirs

(i) Borehole drilling technology and borehole distribution, inclination and form, including single and multiple boreholes (vertical, angled or horizontal) of varying diameters;

(ii) Shaft sinking technology and shafts in combination with vertical, angled or horizontal boreholes;

(iii) Mined, leached or explosively-formed cavities and cavities in combination with shafts or boreholes;

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(2) Heat Extraction

(i) Methods of flow-path generation as well as of heat exchange surfaces;

(ii) Methods of locating and monitoring heat exchange surfaces, including their changes with time;

(iii) Identification of ideal exchange fluids (liquid and gas), including possible pre-injection treatment;

(iv) Examination of continuous or intermittent operating processes;

(v) Geochemical problems;

(vi) Estimation of reservoir lifetime under specified extraction conditions;

(vii) Effects of phase changes;

(3) Energy Transport to the Surface and/or Underground Energy Conversion

(i) Examination of the basic conduction system by artificial or natural flow;

(ii) Change of fluid flow rate with time;

(iii) Casing corrosion problems, including possible pre-injection treatment of exchange fluid;

(iv) Intermediate underground energy transfer systems;

(v) Remote operation of sub-surface systems;

(4) Environmental Considerations

(i) Mechanical and seismic effects and their variation with time;

(ii) Secondary seismic effects;

(iii) Effects of chemical and thermal wastes;

(iv) Public acceptance.

3. *Results*

The results of this Task will be:

(a) A final report on the study of MAGES, which shall include:

(1) Possible technical solutions for individual problem areas, especially those noted in paragraph 2 above; and

(2) Possible system solutions for MAGES;

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(b) Recommendations for further national or international research on or development of man-made geothermal systems for energy production based on the report described in sub-paragraph *(a)* above, including laboratory studies, modelling studies, hardware development and field testing at a pilot level.

4. *Specific Responsibilities of the Operating Agent*

(a) The Operating Agent, after consulting the other Participants, will develop an overall detailed Programme of Work and Budget. This Programme of Work and Budget will be submitted to the Executive Committee for approval within three months of the entry into force of this Annex.

(b) The Operating Agent shall, after consultation with the Executive Committee, identify and select contractors, place contracts necessary to carry out the Task, and supervise the execution of work under the Task. The contractor selection process shall include contact with appropriate companies from each Participant's country.

(c) The Operating Agent shall integrate all the results of this Task into a final report and shall distribute this report to all Participants.

5. *Time Schedule*

The duration of this Task shall be fifteen months. It may be extended by decision of the Executive Committee, acting by unanimity.

6. *Funding*

(a) In conformity with Article 6 of the Agreement the expenditures incurred in the operation of this Task shall be jointly borne in equal shares by the Participants. Such expenditures are not expected to exceed $600,000 at April 1977 price levels and exchange rates, and may not exceed such amount except upon the unanimous agreement of the Executive Committee.

(b) The Executive Committee, acting by unanimity, shall adjust the figure referred to in sub-paragraph *(a)* above at least annually to take account of changes in relevant price levels and exchange rates to ensure that the necessary real resources will continue to be available to operate the Task. If significant changes in such price levels or exchange rates occur, the Executive Committee, acting by unanimity, shall consider whether to adjust the Programme of Work to the available funds, or to increase the level of funding.

7. *Operating Agent*

Kernforschungsanlage Jülich GmbH.

8. *Information and Intellectual Property*

(a) Executive Committee's Powers. The publication, distribution, handling, protection, and ownership of information and intellectual property arising

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from this *Annex I* to the IEA Implementing Agreement for a Programme of Research and Development on Man-made Geothermal Energy Systems (hereinafter called *Annex I)* shall be determined by the Executive Committee, acting by unanimity, in conformity with this Agreement.

(b) Right to Publish. Subject only to copyright restrictions, the *Annex I* Participants shall have the right to publish all information provided to or arising from *Annex I* except proprietary information.

(c) Proprietary Information. The *Annex I* Participants shall take all necessary measures in accordance with this paragraph, the laws of their respective countries and international law to protect proprietary information. For the purposes of this Annex, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and

(3) Is not already in the possession of the recipient *Annex I* Participant without obligation concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

(d) Production of Relevant Information by Governments. The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task.

(e) Production of Available Information by Participants. Each Participant agrees to provide to the Operating Agent all previously existing information, and information developed independently of the Task, which is needed by the Operating Agent to carry out its functions in this Task and which is freely at the disposal of the Participant and the transmission of which is not subject to any contractual and/or legal limitations:

(1) If no substantial cost is incurred by the Participant in making such information available, at no charge to the Task therefor;

(2) If substantial costs must be incurred by the Participant to make such information available, at such charges to the Task as shall be agreed between the Operating Agent and the Participant with the approval of the Executive Committee.

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(f) Use of Confidential Information. If a Participant has access to confidential information which would be useful to the Operating Agent in conducting studies, assessments, analyses, or evaluations, such information may be communicated to the Operating Agent but shall not become part of reports or other documentation, nor be communicated to the other Participants except as may be agreed between the Operating Agent and the Participant which supplies such information.

(g) Acquisition of Information for the Task. Each Participant shall inform the Operating Agent of the existence of information that can be of value to the Task, but which is not freely available, and the Participant shall endeavour to make the information available to the Task under reasonable conditions, in which event the Executive Committee may, acting by unanimity, decide to acquire such information.

(h) Reports on Work Performed under the Task. The Operating Agent shall provide reports of all work performed under the Task and the results thereof (arising information), including proprietary information, to the *Annex I* Participants. The Operating Agent shall provide reports summarizing work performed under the Task and the results thereof, excluding proprietary information, to the Executive Committee.

(i) Copyright. The Operating Agent may take appropriate measures necessary to protect copyrightable material generated under this Task. Copyrights obtained shall be the property of the Operating Agent for the benefit of *Annex I* Participants, provided, however, that *Annex I* Participants may reproduce and distribute such material, but shall not publish it with a view to profit, except as otherwise directed by the Executive Committee.

9. *Participants in this Task*

The Contracting Parties which are Participants in this Task are the following:

KERNFORSCHUNGSANLAGE JÜLICH GmbH (Germany),

The GOVERNMENT OF JAPAN,

The NATIONAL SWEDISH BOARD FOR ENERGY SOURCE DEVELOPMENT,

The FEDERAL OFFICE OF ENERGY (Switzerland),

The NATURAL ENVIRONMENT RESEARCH COUNCIL (United Kingdom),

The DEPARTMENT OF ENERGY (United States of America).

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The Legal Advisor of the International Energy Agency hereby certifies that the present copy conforms to the original text deposited with the Executive Director of the International Energy Agency (as amended to the date hereof, by agreement of the Contracting Parties).

Paris, 22nd April, 1980

THE LEGAL ADVISOR:

RICHARD F. SCOTT

TIAS 10178

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MULTILATERAL

Energy: Plasma Wall Interaction in Textor

Implementing agreement done at Paris October 6, 1977;
Entered into force October 6, 1977.

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR A PROGRAMME OF RESEARCH AND DEVELOPMENT ON PLASMA WALL INTERACTION IN TEXTOR

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR A PROGRAMME OF RESEARCH AND DEVELOPMENT ON PLASMA WALL INTERACTION IN TEXTOR

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments or international organizations or parties designated by their respective governments pursuant to Article III of the Guiding Principles for Co-operation in the Field of Energy Research and Development adopted by the Governing Board of the International Energy Agency (the "Agency") on 28th July, 1975,[1] wish to take part in the establishment and operation of a Programme of Research and Development on Plasma Wall Interaction in TEXTOR (the "Programme") as provided in this Agreement;

CONSIDERING that the Contracting Parties which are governments and the governments of the other Contracting Parties (referred to collectively as the "Governments") participate in the Agency and have agreed in Article 41 of the Agreement on an International Energy Program[2] (the "I.E.P. Agreement") to undertake national programmes in the areas set out in Article 42 of the I.E.P. Agreement, including research and development on controlled thermonuclear fusion in which field the Programme will be carried out;

CONSIDERING that in the Governing Board of the Agency on 28th July, 1975, the Governments approved the Programme as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognized the establishment of the Programme as an important component of international co-operation in the field of fusion power research and development;

HAVE AGREED as follows:

---

[1] TIAS 8229; 27 UST 249.
[2] Done Nov. 18, 1974; TIAS 8278; 27 UST 1708.

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Article 1

OBJECTIVES

(a) Scope of Activity. The Programme to be carried out by the Contracting Parties within the framework of this Agreement shall consist of co-operative research, development, demonstrations and exchanges of information regarding plasma wall interaction in TEXTOR as provided in the Annex hereto.

(b) Method of Implementation. Each Contracting Party shall implement the Programme by undertaking one or more tasks as provided in the Annex hereto.

(c) Task Co-ordination and Co-operation. The Contracting Parties shall co-operate in co-ordinating the work under the Programme and in advancing the research and development activities of all Contracting Parties in the field of plasma wall interaction.

Article 2

THE EXECUTIVE COMMITTEE

(a) Supervisory Control. Control of the Programme shall be vested in the Executive Committee constituted under this Article.

(b) Membership. The Executive Committee shall consist of one member designated by each Contracting Party; each Contracting Party shall also designate an alternate member to serve on the Executive Committee in the event that its designated member is unable to do so.

(c) Responsibilities. The Executive Committee shall:

(1) Adopt for each year, acting by unanimity, the Programme of Work, together with an indicative programme of work for the following two years; the Executive Committee may, as required, make adjustments within the framework of the Programme of Work;

(2) Make such rules and regulations as may be required for the sound management of the Programme;

(3) Carry out the other functions conferred upon it by this Agreement and the Annex hereto; and

(4) Consider any matters submitted to it by the Operating Agent or by any Contracting Party.

(d) Procedure. The Executive Committee shall carry out its responsibilities in accordance with the following procedures:

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(1) The Executive Committee shall each year elect a Chairman and one or more Vice-Chairmen;

(2) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning. A representative of the Agency and a representative of the Operating Agent (in its capacity as such) may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;

(3) The Executive Committee shall meet in regular session twice each year; a special meeting shall be convened upon the request of any Contracting Party which can demonstrate the need therefor;

(4) Meetings of the Executive Committee shall be held at such time and in such office or offices as may be designated by the Committee;

(5) At least twenty-eight days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be given to each Contracting Party and to other persons or entities entitled to attend the meeting; notice need not be given to any person or entity otherwise entitled thereto if notice is waived before or after the meeting;

(6) The quorum for the transaction of business in meetings of the Executive Committee shall be one-half of the members plus one (less any resulting fraction).

(e) *Voting.*

(1) Where this Agreement requires the Executive Committee to act by unanimity, this shall require the agreement of each member or alternate member present and voting at the meeting at which the decision is taken. The Executive Committee shall adopt decisions and recommendations, for which no express voting provision is made in this Agreement, by majority vote of the members or alternate members present and voting.

(2) With the agreement of each member or alternate member entitled to act thereon, a decision or recommendation may be made by telex or cable without the necessity for calling a meeting. The Chairman of the Executive Committee shall have the responsibility of ensuring that all members or alternate members entitled to act thereon are informed of each decision or recommendation made pursuant to this sub-paragraph.

(f) *Reports.* The Executive Committee shall, at least annually, provide the Agency with periodic reports on the progress of the Programme.

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Article 3

THE OPERATING AGENT

(a) Designation. The Programme shall be conducted jointly by the European Atomic Energy Community (EURATOM) and by the Kernforschungsanlage Jülich GmbH (KFA) in the EURATOM-KFA Jülich Association for Fusion. The Operating Agent will be EURATOM and KFA acting through KFA.

(b) Scope of Authority to Act on Behalf of Contracting Parties. Subject to the provisions of Article 6 hereof, the Operating Agent shall perform all legal acts required to carry out its functions as defined in the Annex hereto on behalf of the Contracting Parties.

(c) Replacement. A Contracting Party may, with the consent of the Executive Committee, acting by unanimity, designate another entity as Operating Agent in place of the Contracting Party or other Operating Agent designated by it. The adoption of any consequential amendments to this Agreement and the Annex hereto as well as the arrangements for transfer of the Operating Agent's responsibilities shall require a decision of the Executive Committee, acting by unanimity.

(d) Resignation. The Operating Agent shall have the right to resign at any time, by giving six months written notice to that effect to the Executive Committee, provided that:

(1) A Contracting Party, or entity designated by a Contracting Party, is at such time willing to assume the duties and obligations of the Operating Agent and so notifies the Executive Committee and the other Contracting Parties to that effect, in writing, not less than three months in advance of the effective date of the Operating Agent's resignation; and

(2) Such Contracting Party or entity is approved by the Executive Committee, acting by unanimity.

Article 4

ADMINISTRATION AND STAFF

(a) Administration of Tasks. The Operating Agent shall be responsible to the Executive Committee for implementing its responsibilities in accordance with this Agreement, the Annex hereto and the decisions of the Executive Committee.

(b) Information and Reports. The Operating Agent shall furnish to the Executive Committee such information concerning the Programme as the Committee may request and shall each year submit, not later than two months after the end of the financial year, a report on the status of work under the Programme.

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(c) *Staff.* It shall be the responsibility of the Operating Agent to retain such staff as may be required to carry out its responsibilities. The Operating Agent may also, as required, utilize the services of personnel employed by other Contracting Parties (or organizations or other entities designated by Contracting Parties) and made available to the Operating Agent by secondment or otherwise, subject to arrangements to be agreed between the Contracting Party and the employer of such personnel.

Article 5

FINANCE

(a) *Obligations of the Operating Agent.* The Operating Agent shall bear the costs of the construction and routine operation of TEXTOR as described in the Annex hereto.

(b) *Individual Obligations.* Each of the Contracting Parties will bear the costs it incurs in carrying out this Agreement and the Annex hereto except as otherwise agreed between two or more Contracting Parties.

Article 6

INFORMATION AND INTELLECTUAL PROPERTY

(a) *Executive Committee's Powers.* The publication, distribution, handling, protection and ownership of information and intellectual property arising from activities conducted under this Agreement shall be determined by the Executive Committee, acting by unanimity, in conformity with this Agreement.

(b) *Right to Publish.* Subject only to patents and copyright restrictions of this Agreement, the Contracting Parties shall have the right to publish all information provided to or arising from the Programme except proprietary information, but they shall not publish it with a view to profit except as the Executive Committee, acting by unanimity, may agree or provide by rule. All that information shall be available without charge to the Contracting Parties.

(c) *Proprietary Information.* The Contracting Parties shall take all necessary measures in accordance with this Article, the laws of their respective countries and international law to protect proprietary information. For the purposes of this Agreement, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

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(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and

(3) Is not already in the possession of the recipient Contracting Party without obligation concerning its confidentiality.

It shall be the responsibility of each Contracting Party supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

(d) Production of Relevant Information by Governments. The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Programme. The Contracting Parties should notify the Operating Agent of all pre-existing information, and information developed independently of the Programme known to them which is relevant to the Programme and which can be made available to the Programme without contractual or legal limitations.

(e) Reports on Programme Work. Reports containing arising information and pre-existing information necessary for and used in the Programme, including proprietary information, shall be provided to each Contracting Party by the Contracting Party performing the work. It shall be the responsibility of each Contracting Party to identify information which qualifies as proprietary information under this Article and ensure that it is appropriately marked. The Operating Agent shall provide summary reports of work performed under the Annex hereto and the results thereof (arising information), other than proprietary information, to the Executive Committee.

(f) Licence of Proprietary Information. Each Contracting Party agrees to license all pre-existing proprietary information necessary for and used in its work under the Programme and which it owns or controls and all arising proprietary information to the Contracting Parties, their governments, and the nationals of their respective countries designated by them:

(1) Royalty-free for research, development and demonstration purposes (non-commercial uses) in the field of fusion power only; and

(2) On favourable terms and conditions for all other uses taking into account the equities of the Contracting Parties based upon the sharing of obligations, contributions, rights and benefits of all Contracting Parties.

Each Contracting Party agrees to license all such arising proprietary information to all Agency Participating Countries on reasonable terms and conditions for use in their own country in order to meet their energy needs.

(g) Licence of Patents Needed for Programme. Patents solely owned or controlled by a Contracting Party which are needed for use in the Programme shall be licensed to another Contracting Party for use in the Programme only at no cost to such Contracting Party. If such patents are partially owned or controlled by a Contracting Party, then efforts shall be made by the Contracting Party to reduce or eliminate as possible the benefit that might accrue to it.

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(h) *Arising Inventions.* Inventions made or conceived in the course of or under the Programme (arising inventions) shall be owned in all countries by the inventing Contracting Party. Information regarding inventions on which patent protection is to be obtained by the Contracting Party shall not be published or publicly disclosed by the other Contracting Parties until a patent application has been filed, provided, however, that this restriction on publication or disclosure shall not extend beyond six months from the date of receipt of such information. It shall be the responsibility of the inventing Contracting Party to appropriately mark reports which disclose inventions that have not been appropriately protected by the filing of a patent application.

(i) *Licence of Inventions.* Each Contracting Party agrees to license all pre-existing inventions covered by patents owned or controlled by it which are necessary for utilizing the results of its work under the Programme and which have been utilized in that work, and all arising inventions to the Contracting Parties, their governments and the nationals of their respective countries designated by them:

(1) Royalty-free for research, development and demonstration purposes (non-commercial uses) in the field of fusion power only; and

(2) On favourable terms and conditions for all other uses, taking into account the equities of the Contracting Parties based upon the sharing of obligations, contributions, rights and benefits of all Contracting Parties.

Each Contracting Party agrees to license all such arising inventions to all Agency Participating Countries on reasonable terms and conditions for use in their own country in order to meet their energy needs.

(j) *Copyright.* The Operating Agent or each Contracting Party for its own work under the Programme may take appropriate measures necessary to protect copyrightable material generated under the Programme. Copyrights obtained shall be the property of that Contracting Party or the Operating Agent, provided, however, that Contracting Parties may reproduce and distribute such material, but shall not publish it with a view to profit.

(k) *Inventors and Authors.* Each Contracting Party will, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the co-operation from its authors and inventors required to carry out the provisions of this Article. Each Contracting Party will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

(l) *Determination of "National".* The Executive Committee may establish guidelines to determine what constitutes a "national" of a Contracting Party, provided, however, in recognition of the fact that all the fusion power research and development programmes of the individual Member States of the European Atomic Energy Community (EURATOM) and Sweden are carried out jointly in the framework of EURATOM, and that EURATOM acts on behalf of itself and its associated national organizations in fusion power research and development, the governments and countries referred to in paragraphs *(f)* and *(i)* above shall, with respect to EURATOM, be understood to be the governments and countries of the Member States of EURATOM and Sweden.

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Article 7

LEGAL RESPONSIBILITY

Each Contracting Party agrees to compensate the Operating Agent or persons acting on its behalf for damages, liabilities or costs when such damages, liabilities or costs are due to the gross negligence or wilful misconduct of the personnel of the Contracting Party assigned under an agreement entered into in accordance with the Annex hereto, provided, however, that this provision shall not apply to damages, liabilities or costs insofar as and to the extent that they arise out of the gross negligence or wilful misconduct of the Operating Agent, or persons acting on its behalf.

Article 8

LEGISLATIVE PROVISIONS

(a) *Accomplishment of Formalities.* Each Contracting Party shall request the appropriate authorities of its country (or its Member States in the case of an international organization) to use their best endeavours, within the framework of applicable legislation, to facilitate the accomplishment of formalities involved in the movement of persons, the importation of materials and equipment and the transfer of currency which shall be required to conduct its work under the Programme.

(b) *Applicable Laws.* In carrying out this Agreement and the Annex hereto, the Contracting Parties shall be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to the constitution, laws and regulations applicable to the respective Contracting Parties, including, but not limited to, laws establishing prohibitions upon the payment of commissions, percentages, brokerage or contingent fees to persons retained to solicit governmental contracts and upon any share of such contracts accruing to government officials.

(c) *Decisions of Agency Governing Board.* The Contracting Parties shall take account, as appropriate, of the Guiding Principles for Co-operation in the Field of Energy Research and Development, and any modification thereof, as well as other decisions of the Governing Board of the Agency in that field. The termination of the Guiding Principles shall not affect this Agreement, which shall remain in force in accordance with the terms hereof.

(d) *Settlement of Disputes.* Any dispute among the Contracting Parties concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement shall be referred to a tribunal of three arbitrators to be chosen by the Contracting Parties concerned who shall also choose the Chairman of the tribunal. Should the Contracting Parties concerned fail to agree upon the composition of the tribunal or the selection of its Chairman, the President of the International Court of Justice shall, at the request of any of the Contracting Parties concerned, exercise those responsibilities. The tribunal shall decide any such dispute by reference to the terms of

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this Agreement and any applicable laws and regulations, and its decision on a question of fact shall be final and binding on the Contracting Parties. An Operating Agent which is not a Contracting Party shall be regarded as a Contracting Party for the purpose of this paragraph.

Article 9

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) *Admission of New Contracting Parties: Agency Countries.* Upon the invitation of the Executive Committee, acting by unanimity, admission to the Agreement shall be open to the government of any Agency Participating Country (or a national agency, public organization, private corporation, company or other entity designated by such government), which signs or accedes to this Agreement and accepts the rights and obligations of a Contracting Party. Such admission of a Contracting Party shall become effective upon the signature of this Agreement by the new Contracting Party or its accession thereto and the adoption of any consequential amendments thereto.

(b) *Admission of New Contracting Parties: Other OECD Countries.* The government of any Member of the Organisation for Economic Co-operation and Development which does not participate in the Agency may, on the proposal of the Executive Committee, acting by unanimity, be invited by the Governing Board of the Agency to become a Contracting Party to this Agreement (or to designate a national agency, public organization, private corporation, company, or other entity to do so), under the conditions stated in paragraph *(a)* above.

(c) *Contributions.* The Executive Committee may require, as a condition to admission to participation, that the new Contracting Party accept obligations which are designed to compensate the Contracting Parties as appropriate for their prior contributions to the Programme.

(d) *Replacement of Contracting Parties.* With the agreement of the Executive Committee, acting by unanimity, and upon the request of a government, a Contracting Party designated by that government may be replaced by another party. In the event of such replacement, the replacement party shall assume the rights and obligations of a Contracting Party as provided in paragraph *(a)* above and in accordance with the procedure provided therein.

(e) *Withdrawal.* Any Contracting Party may withdraw from this Agreement either with the agreement of the Executive Committee, acting by unanimity, or by giving twelve months written Notice of Withdrawal to the Executive Director of the Agency, such Notice to be given not less than two years after the date hereof. The withdrawal of a Contracting Party under this paragraph shall not affect the rights and obligations of the other Contracting Parties.

(f) *Change of Status of Contracting Party.* A Contracting Party other than a government or an international organization shall forthwith notify the Executive Committee

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of any significant change in its status or ownership, or of its becoming bankrupt or entering into liquidation. The Executive Committee shall determine whether any such change in status of a Contracting Party significantly affects the interests of the other Contracting Parties; if the Executive Committee so determines, then, unless the Executive Committee, acting upon the unanimous decision of the other Contracting Parties, otherwise agrees:

(1) That Contracting Party shall be deemed to have withdrawn from the Agreement under paragraph *(e)* above on a date to be fixed by the Executive Committee; and

(2) The Executive Committee shall invite the government which designated that Contracting Party to designate, within a period of three months of the withdrawal of that Contracting Party, a different entity to become a Contracting Party; if approved by the Executive Committee, acting by unanimity, such entity shall become a Contracting Party with effect from the date on which it signs or accedes to this Agreement.

(g) *Failure to Fulfil Contractual Obligations.* Any Contracting Party which fails to fulfil its obligations under this Agreement within sixty days after its receipt of notice specifying the nature of such failure and invoking this paragraph, may be deemed by the Executive Committee, acting by unanimity, to have withdrawn from this Agreement.

Article 10

FINAL PROVISIONS

(a) *Term of Agreement.* This Agreement shall remain in force for an initial period of nine years from the date hereof. The term of this Agreement may be extended for such additional period as may be determined by the Executive Committee, acting by unanimity.

(b) *Legal Relationship of Contracting Parties.* Nothing in this Agreement shall be regarded as constituting a partnership between any of the Contracting Parties.

(c) *Amendment.* This Agreement and the Annex hereto may be amended at any time by the Executive Committee, acting by unanimity. Such amendments shall come into force in a manner determined by the Executive Committee, acting by unanimity.

(d) *Deposit.* The original of this Agreement shall be deposited with the Executive Director of the Agency and a certified copy thereof shall be furnished to each Contracting Party. A copy of this Agreement shall be furnished to each Agency Participating Country, and to each Member country of the Organisation for Economic Co-operation and Development.

Done in Paris, this 6th day of October, 1977.

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For the NATIONAL RESEARCH COUNCIL OF CANADA (designated by the Government of Canada): ALASTAIR GILLESPIE

For the EUROPEAN ATOMIC ENERGY COMMUNITY (EURATOM): BRUNNER

For the GOVERNMENT OF JAPAN: SUNAO SONODA
13th April, 1978.

For the OFFICE FÉDÉRAL DE LA SCIENCE ET DE LA RECHERCHE DU DÉPARTEMENT FÉDÉRAL DE L'INTÉRIEUR for and on behalf of the Government of Switzerland: A. GRÜBEL
Subject to ratification

For the TURKISH SCIENTIFIC AND TECHNICAL RESEARCH COUNCIL (designated by the Government of Turkey): MEMDUH AYTÜR

For the DEPARTMENT OF ENERGY for and on behalf of the Government of the United States of America: JAMES R. SCHLESINGER

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ANNEX

PLASMA WALL INTERACTION IN TEXTOR

1. *Objectives*

The overall objectives of the Programme are to evaluate the relative importance of the processes leading to the build-up of impurities in tokamaks and to the damage of the first wall under different operating conditions; to search for appropriate first wall materials, structures and temperatures that are optimized with respect to particle release and wall material behaviour; and to develop and test methods to control the plasma boundary.

2. *Means*

The Contracting Parties will undertake a Programme involving the sharing of tasks (as described in paragraph 3 below) in the final design, construction and operation of a plasma test bed device (the Torus Experiment for Technology Oriented Research known as TEXTOR) (as described in the Report on the Planning of TEXTOR dated 15 November 1975 and the TEXTOR Kurzbeschreibung dated March 1976, hereinafter called the "TEXTOR Reports"). In this regard, they will undertake the accompanying material studies, the development of related diagnostics, and will co-operate in the operation of TEXTOR in the presence of different first wall assemblies under a variety of plasma boundary conditions.

3. *Programme Phases*

(a) *Phase I: Final Design and Construction*

(1) *Definition.* The preliminary design having been completed prior to the signing of this Agreement, Phase I will encompass the final design and construction of TEXTOR. During this phase, which is expected to last three to four years, the Contracting Parties other than EURATOM will assign specialists (scientists, engineers and/or other technical personnel) to the TEXTOR site to contribute to the final design, construction and preparation for operation of TEXTOR, including the development of plasma wall diagnostics and appropriate wall materials.

(2) Each Contracting Party other than EURATOM will contribute between four and seven man-years of assigned specialists working at the TEXTOR site. Not more than three specialists from a single Contracting Party, with the noted exception, will be accepted at any one time without the prior approval of the Operating Agent.

(3) Specialists will be assigned in accordance with the procedures set forth in paragraph 6 below.

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(b) *Phase II: Operation*

(1) *Definitions.* The TEXTOR Operation Phase will include a sequence of experiments for which an agreed time period will be provided by the Operating Agent. Each of the Contracting Parties will contribute proposals for experiments in the Operation Phase falling into one or more of the following categories:

(i) *Category I.* Experiments requiring neither modifications to TEXTOR nor additional equipment, but involving the assignment of the necessary experts during the experiment.

(ii) *Category II.* Experiments requiring no modifications to TEXTOR, but requiring additional equipment, and the assignment of experts during the experiment.

(iii) *Category III.* Experiments requiring modifications of TEXTOR and the assignment of specialists, and possibly, additional equipment. It is expected that such modifications will not require major changes in the basic design and construction of TEXTOR.

(2) *Procedures for Submission of and Decision on Proposals for Experiments*

(i) Proposals for experiments to be carried out with TEXTOR will be submitted by each of the Contracting Parties other than EURATOM to the Operating Agent. These shall include a detailed description of aims, Category (as defined in subparagraph (1) above), programme, design, means, personnel (including experts to be assigned), time period required and time schedule, other conditions and, if available, results of reliability tests already conducted.

(ii) Experiments in Categories I and II, requiring the utilization of TEXTOR for a period of not more than four months, may be agreed upon directly between the Operating Agent and the proposing Contracting Party.

(iii) All other experiments will require the approval of the Executive Committee, acting by unanimity.

(iv) In the case of proposals for experiments falling under (iii) above, the Operating Agent, if it concurs with the proposal, will submit it with its comments to the Executive Committee which will take the necessary steps to have the proposal reviewed as to its scientific and technical merits, cost and time requirements, by at least two experts selected from a list of experts previously agreed by the Executive Committee. On the basis of the experts' report, the Executive Committee will

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decide whether or not to approve the experiment. In approving, the Executive Committee shall confirm the experimental programme, time period required and time schedule, priority with respect to other experiments, personnel to be assigned and any special conditions.

(v) In the event that, in the judgement of the Operating Agent, a proposed experiment is felt to endanger essential components of the TEXTOR ensemble and/or the safety of operating personnel, the Operating Agent may, after consultation with the Executive Committee, decline to carry out the proposed experiment.

(3) *Allocation of Time for Experiments*
It is understood that 40 per cent of the total operating time of TEXTOR will be available for the agreed experiments of all the Contracting Parties. The other 60 per cent will be at the exclusive disposal of the Operating Agent, which may grant from that time additional operating time for agreed experiments of the Contracting Parties other than EURATOM. The Operating Agent will make every effort to transmit the results of experiments performed within its operating time to the Executive Committee and to the Programme Officers of each of the Contracting Parties other than EURATOM within six months of the conclusion of each experiment.

(4) *Acceptance Testing of Components*
The Operating Agent reserves the right to conduct acceptance tests of the delivered components (for instance, vacuum, mechanical, electrical, magnetic) to ensure that their insertion will not endanger or perturb the operation of TEXTOR.

(5) *Removal of Materials and Equipment*
After the conclusion of an experiment, each Contracting Party will, upon the request of the Operating Agent, forthwith effect at its own cost the removal of materials and/or equipment introduced by that Contracting Party at the TEXTOR site.

(6) *Reporting of Experimental Results*
Each Contracting Party will report the results of its experiments to the other Contracting Parties within six months of the conclusion of each experiment.

4. *Specific Responsibilities of the Operating Agent*

The Operating Agent will:

(a) Be responsible for the funding, design, construction and operation of the TEXTOR device (as specified in the TEXTOR Reports), for which purpose operation shall mean the overall administrative and technical management of TEXTOR;

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(b) Use its best efforts to provide the necessary office space and, subject to mutual agreement, laboratory space at the site to Contracting Parties other than EURATOM;

(c) Make the necessary arrangements to facilitate access for each of the Contracting Parties other than EURATOM to the site;

(d) Use its best efforts to provide, during the Operation Phase, necessary and reasonable computer time to Contracting Parties other than EURATOM;

(e) During the Operation Phase, and after agreement on experiments (under paragraph 3 (b) (2) above), carry out the necessary modifications of TEXTOR, assisted where necessary by the interested Contracting Party and ensure that adequate priority is given to the experiments during the agreed time period;

(f) During the Operation Phase, be responsible for providing the necessary technical personnel for the routine operation of TEXTOR during the agreed experiments, for covering TEXTOR operating costs and for acquiring the basic plasma and wall data required for the interpretation of results insofar as permitted by standard measuring methods installed at that time. "TEXTOR operating costs" are the costs anticipated in connection with the routine operation of TEXTOR, and the services of the Operating Agent pursuant to sub-paragraphs (b) to (f) above. The costs of materials for additional equipment or modifications of TEXTOR as well as any increase in routine operating costs (extra costs), will be borne by the Contracting Party whose experiment requires these extra costs.

5. *Technical Description*

A description of the TEXTOR facility and its relevant parameters is to be found in the TEXTOR Reports. From this information Contracting Parties other than EURATOM may obtain dimensions and other data needed for the incorporation of new components or diagnostic instruments. Technical information in greater detail than that found in the TEXTOR Reports will be made available by the Operating Agent upon the request of a Contracting Party.

6. *Assignment of Personnel*

(a) The Contracting Parties other than EURATOM may assign experts in the fields set forth in paragraph 1 above to work at the TEXTOR site in accordance with agreements between the Operating Agent and the assigning Party. Such agreements will specify the work plan to be followed by such experts.

(b) The procedures to be followed in assigning experts shall be as follows:

(1) Each Contracting Party desiring to assign an expert shall submit its nomination to the Operating Agent, as a rule, at least four months prior to the expected assignment date. Each such nomination shall specify the qualifications of the expert, his task during the assignment and the length of the assignment.

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(2) The Operating Agent shall, as soon as possible, notify the nominating Party of the acceptability of the assignment.

(c) The duration of each assignment during the final design and construction phase shall normally be one year, except as may otherwise be agreed between the Operating Agent and the nominating Party.

(d) Publications resulting from theoretical or experimental investigations carried out in connection with the Programme shall normally be issued in the form of joint reports of the Contracting Parties or individuals who contributed to the investigations.

(e) All personal expenses associated with an assignment shall be borne by the assigning Party. Such expenses shall include, but not be limited to, costs of salary, travel, insurance and living expenses of the assigned personnel. Assigned personnel shall in no way be deemed to be employees of the Operating Agent by virtue of their assignment. Assigned personnel shall adhere to all safety and other operating procedures of the Operating Agent.

7. *Programme Officers*

Each Contracting Party will designate a Programme Officer who will be the principal point of contact among the Contracting Parties.

8. *Time Period*

(a) The period of the Programme is expected to extend to the end of 1985 or until the completion of the Operation Phase set out in paragraph 3 above, whichever is earlier.

(b) Programme Milestones:

Freezing of main machine parameters ..... Completed in 1976

Final design and call for tenders of main components:

— TF-coils, transformer 1977

— vessel 1978

— first liner 1978-1979

Commissioning of the system including neutral injection 1980-1981

The development of special diagnostics, the accompanying material studies (e.g. leading to new liners), and the preparation of new methods of plasma wall control will be pursued throughout the Programme.

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The Legal Advisor of the International Energy Agency hereby certifies that the present copy conforms to the original text deposited with the Executive Director of the International Energy Agency (as amended to the date hereof, by agreement of the Contracting Parties).

Paris, 23rd July, 1980

THE LEGAL ADVISOR:

RICHARD F. SCOTT

TIAS 10179

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MULTILATERAL

Energy: Superconducting Magnets for Fusion Power

Implementing agreement done at Paris October 6, 1977; Entered into force October 6, 1977.

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR A PROGRAMME OF RESEARCH AND DEVELOPMENT ON SUPERCONDUCTING MAGNETS FOR FUSION POWER

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR A PROGRAMME OF RESEARCH AND DEVELOPMENT ON SUPERCONDUCTING MAGNETS FOR FUSION POWER

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments or international organizations or parties designated by their respective governments pursuant to Article III of the Guiding Principles for Co-operation in the Field of Energy Research and Development adopted by the Governing Board of the International Energy Agency (the "Agency") on 28th July, 1975,[1] wish to take part in the establishment and operation of a Programme of Research and Development on Superconducting Magnets for Fusion Power (the "Programme") as provided in this Agreement;

CONSIDERING that the Contracting Parties which are governments and the governments of the other Contracting Parties (referred to collectively as the "Governments") participate in the Agency and have agreed in Article 41 of the Agreement on an International Energy Program[2] (the "I.E.P. Agreement") to undertake national programmes in the areas set out in Article 42 of the I.E.P. Agreement, including research and development on controlled thermonuclear fusion in which field the Programme will be carried out;

CONSIDERING that in the Governing Board of the Agency on 28th July, 1975, the Governments approved the Programme as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognized the establishment of the Programme as an important component of international co-operation in the field of fusion power research and development;

HAVE AGREED as follows:

Article 1

OBJECTIVES

(a) Scope of Activity. The Programme to be carried out by the Contracting Parties within the framework of this Agreement shall consist of co-operative research, development, demonstrations and exchanges of information regarding superconducting magnets for fusion power.

[1] TIAS 8229; 27 UST 249.
[2] Done Nov. 18, 1974. TIAS 8278; 27 UST 1708.

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(b) *Method of Implementation.* The Contracting Parties shall implement the Programme by undertaking one or more tasks (the "Task" or "Tasks") each of which will be open to participation by two or more Contracting Parties as provided in Article 2 hereof. The Contracting Parties which participate in a particular Task are, for the purposes of that Task, referred to in this Agreement as "Participants".

(c) *Task Co-ordination and Co-operation.* The Contracting Parties shall co-operate in co-ordinating the work of the various Tasks and shall endeavour, on the basis of an appropriate sharing of burdens and benefits, to encourage co-operation among Participants engaged in the various Tasks with the objective of advancing the research and development activities of all Contracting Parties in the field of superconducting magnets for fusion power.

Article 2

IDENTIFICATION AND INITIATION OF TASKS

(a) *Identification.* The Tasks undertaken by Participants are identified in the Annexes to this Agreement. At the time of signing this Agreement, each Contracting Party shall confirm its intention to participate in one or more Tasks by giving the Executive Director of the Agency a Notice of Participation in the relevant Annex or Annexes and the Operating Agent for each Task shall give the Executive Director of the Agency a Notice of Acceptance of the Task Annex. Thereafter, each Task shall be carried out in accordance with the procedures set forth in Articles 2 to 11 hereof, unless otherwise specifically provided in the applicable Annex.

(b) *Initiation of Additional Tasks.* Additional Tasks may be initiated by any Contracting Party according to the following procedure:

(1) A Contracting Party wishing to initiate a new Task shall present to one or more Contracting Parties for approval a draft Annex, similar in form to the Annexes attached hereto, containing a description of the scope of work and conditions of the Task proposed to be performed;

(2) Whenever two or more Contracting Parties agree to undertake a new Task, they shall submit the draft Annex for approval by the Executive Committee pursuant to Article 3 *(e)* (2) hereof; the approved draft Annex shall become part of this Agreement; Notice of Participation in the Task by Contracting Parties and acceptance by the Operating Agent shall be communicated to the Executive Director in the manner provided in paragraph *(a)* above;

(3) In carrying out the various Tasks, Participants shall co-ordinate their activities in order to avoid duplication of activities.

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(c) *Application of Task Annexes.* Each Annex shall be binding only upon the Participants therein and upon the Operating Agent for that Task, and shall not affect the rights or obligations of other Contracting Parties.

Article 3

THE EXECUTIVE COMMITTEE

(a) *Supervisory Control.* Control of the Programme shall be vested in the Executive Committee constituted under this Article.

(b) *Membership.* The Executive Committee shall consist of one member designated by each Contracting Party; each Contracting Party shall also designate an alternate member to serve on the Executive Committee in the event that its designated member is unable to do so.

(c) *Responsibilities.* The Executive Committee shall:

(1) Adopt for each year, acting by unanimity, the Programme of Work, and Budget if foreseen, for each Task, together with an indicative programme of work and budget for the following two years; the Executive Committee may, as required, make adjustments within the framework of the Programme of Work and Budget;

(2) Make such rules and regulations as may be required for the sound management of the Tasks, including financial rules as provided in Article 6 hereof;

(3) Carry out the other functions conferred upon it by this Agreement and the Annexes hereto; and

(4) Consider any matters submitted to it by any of the Operating Agents or by any Contracting Party.

(d) *Procedure.* The Executive Committee shall carry out its responsibilities in accordance with the following procedures:

(1) The Executive Committee shall each year elect a Chairman and one or more Vice-Chairmen;

(2) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning. A representative of the Agency and a representative of each Operating Agent (in its capacity as such) may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;

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(3) The Executive Committee shall meet in regular session twice each year; a special meeting shall be convened upon the request of any Contracting Party which can demonstrate the need therefor;

(4) Meetings of the Executive Committee shall be held at such time and in such office or offices as may be designated by the Committee;

(5) At least twenty-eight days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be given to each Contracting Party and to other persons or entities entitled to attend the meeting; notice need not be given to any person or entity otherwise entitled thereto if notice is waived before or after the meeting;

(6) The quorum for the transaction of business in meetings of the Executive Committee shall be one-half of the members plus one (less any resulting fraction) provided that any action relating to a particular Task shall require a quorum as aforesaid of members or alternate members designated by the Participants in that Task.

(e) *Voting.*

(1) When the Executive Committee adopts a decision or recommendation for or concerning a particular Task, the Executive Committee shall act:

(i) When unanimity is required under this Agreement: by agreement of those members or alternate members which were designated by the Participants in that Task and which are present and voting;

(ii) When no express voting provision is made in this Agreement: by majority vote of those members or alternate members which were designated by the Participants in that Task and which are present and voting.

(2) In all other cases in which this Agreement expressly requires the Executive Committee to act by unanimity, this shall require the agreement of each member or alternate member present and voting, and in respect of all other decisions and recommendations for which no express voting provision is made in this Agreement, the Executive Committee shall act by a majority vote of the members or alternate members present and voting. If a government has designated more than one Contracting Party to this Agreement, those Contracting Parties may cast only one vote under this paragraph.

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(3) The decisions and recommendations referred to in sub-paragraphs (1) and (2) above may, with the agreement of each member or alternate member entitled to act thereon, be made by mail, telex or cable without the necessity for calling a meeting. Such action shall be taken by unanimity or majority of such members as in a meeting. The Chairman of the Executive Committee shall ensure that all members are informed of each decision or recommendation made pursuant to this sub-paragraph.

(f) *Reports.* The Executive Committee shall, at least annually, provide the Agency with periodic reports on the progress of the Programme.

Article 4

THE OPERATING AGENTS

(a) *Designation.* Participants shall designate in the relevant Annex an Operating Agent for each Task. References in this Agreement to the Operating Agent shall apply to each Operating Agent in respect of the Task for which it is responsible.

(b) *Scope of Authority to Act on Behalf of Participants.* Subject to the provisions of the applicable Annex:

(1) All legals acts required to carry out each Task shall be performed on behalf of the Participants by the Operating Agent for the Task;

(2) The Operating Agent shall hold, for the benefit of the Participants, the legal title to all property rights which may accrue to or be acquired for the Task.

The Operating Agent shall operate the Task under its supervision and responsibility, subject to this Agreement, in accordance with the law of the country of the Operating Agent.

(c) *Reimbursements of Costs.* The Executive Committee may provide that expenses and costs incurred by an Operating Agent in acting as such pursuant to this Agreement shall be reimbursed to the Operating Agent from funds made available by the Participants pursuant to Article 6 hereof.

(d) *Replacement.* Should the Executive Committee wish to replace an Operating Agent with another government or entity, the Executive Committee may, acting by unanimity and with the consent of such government or entity, replace the initial Operating Agent. References in this Agreement to the "Operating Agent" shall include any government or entity appointed to replace the original Operating Agent under this paragraph.

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(e) *Resignation.* An Operating Agent shall have the right to resign at any time, by giving six months written notice to that effect to the Executive Committee, provided that:

(1) A Participant, or entity designated by a Participant, is at such time willing to assume the duties and obligations of the Operating Agent and so notifies the Executive Committee and the other Participants to that effect, in writing, not less than three months in advance of the effective date of such resignation; and

(2) Such Participant or entity is approved by the Executive Committee, acting by unanimity.

(f) *Accounting.* An Operating Agent which is replaced or which resigns as Operating Agent shall provide the Executive Committee with an accounting of any monies and other assets which it may have collected or acquired for the Task in the course of carrying out its responsibilities as Operating Agent.

(g) *Transfer of Rights.* In the event that another Operating Agent is appointed under paragraph *(d)* or *(e)* above, the Operating Agent shall transfer to such replacement Operating Agent any property rights which it may hold on behalf of the Task.

(h) *Information and Reports.* Each Operating Agent shall furnish to the Executive Committee such information concerning the Task as the Committee may request and shall each year submit, not later than two months after the end of the financial year, a report on the status of the Task.

Article 5

ADMINISTRATION AND STAFF

(a) *Administration of Tasks.* Each Operating Agent shall be responsible to the Executive Committee for implementing its designated Task in accordance with this Agreement, the applicable Task Annex, and the decisions of the Executive Committee.

(b) *Staff.* It shall be the responsibility of the Operating Agent to retain such staff as may be required to carry out its designated Task in accordance with rules determined by the Executive Committee. The Operating Agent may also, as required, utilize the services of personnel employed by other Participants (or organizations or other entities designated by Contracting Parties) and made available to the Operating Agent by secondment or otherwise. Such personnel shall be remunerated by their respective employers and shall, except as provided in this Article, be subject to their employers' conditions of service. The Contracting Parties shall be entitled to claim the appropriate cost of such remuneration or to receive an appropriate credit for such cost as part of the Budget of the Task, in accordance with Article 6 *(f)* (6) hereof.

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Article 6

FINANCE

(a) *Individual Obligations.* Each Contracting Party shall bear the costs it incurs in carrying out this Agreement, including the costs of formulating or transmitting reports and of reimbursing its employees for travel and other per diem expenses incurred in connection with work carried out on the respective Tasks, unless provision is made for such costs to be reimbursed from common funds as provided in paragraph *(g)* below.

(b) *Common Financial Obligations.* Participants wishing to share the costs of a particular Task shall agree in the appropriate Task Annex to do so. The apportionment of contributions to such costs (whether in the form of cash, services rendered, intellectual property or the supply of materials) and the use of such contributions shall be governed by the regulations and decisions made pursuant to this Article by the Executive Committee.

(c) *Rules of Procurement, Expenditure.* The Executive Committee, acting by unanimity, may make such regulations as are required for the sound financial management of each Task including, where necessary:

(1) Establishment of budgetary and procurement procedures to be used by the Operating Agent in making payments from any common funds which may be maintained by Participants for the account of the Task or in making contracts on behalf of the Participants;

(2) Establishment of minimum levels of expenditure for which Executive Committee approval shall be required, including expenditure involving payment of monies to the Operating Agent for other than routine salary and administrative expenses previously approved by the Executive Committee in the budget process.

In the expenditure of common funds, the Operating Agent shall take into account the necessity of ensuring a fair distribution of such expenditure in the Participants' countries, where this is fully compatible with the most efficient technical and financial management of the Task.

(d) *Crediting of Income to Budget.* Any income which accrues from a Task shall be credited to the Budget of that Task.

(e) *Accounting.* The system of accounts employed by the Operating Agent shall be in accordance with accounting principles generally accepted in the country of the Operating Agent and consistently applied.

(f) *Programme of Work and Budget, Keeping of Accounts.* Should Participants agree to maintain common funds for the payment of obligations under

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a Programme of Work and Budget of the Task, accounts shall be maintained as follows unless otherwise decided by the Executive Committee, acting by unanimity:

(1) The financial year of the Task shall correspond to the financial year of the Operating Agent;

(2) The Operating Agent shall each year prepare and submit to the Executive Committee for approval a draft Programme of Work and Budget, together with an indicative programme of work and budget for the following two years, not later than three months before the beginning of each financial year;

(3) The Operating Agent shall maintain complete, separate financial records which shall clearly account for all funds and property coming into the custody or possession of the Operating Agent in connection with the Task;

(4) Not later than three months after the close of each financial year the Operating Agent shall submit to auditors selected by the Executive Committee for audit the annual accounts maintained for the Task; upon completion of the annual audit, the Operating Agent shall present the accounts together with the auditors' report to the Executive Committee for approval;

(5) All books of account and records maintained by the Operating Agent shall be preserved for at least three years from the date of termination of the Task;

(6) Where provided in the relevant Annex, a Participant supplying services, materials or intellectual property to the Task shall be entitled to a credit, determined by the Executive Committee, acting by unanimity, against its contribution (or to compensation, if the value of such services, materials or intellectual property exceeds the amount of the Participant's contribution); such credits for services of staff shall be calculated on an agreed scale approved by the Executive Committee and include all payroll-related costs.

(g) Contribution to Common Funds. Should Participants agree to establish common funds under the annual Programme of Work and Budget for a Task, any financial contributions due from Participants in a Task shall be paid to the Operating Agent in the currency of the country of the Operating Agent at such times and upon such other conditions as the Executive Committee, acting by unanimity, shall determine, provided however that:

(1) Contributions received by the Operating Agent shall be used solely in accordance with the Programme of Work and Budget for the Task;

(2) The Operating Agent shall be under no obligation to carry out any work on the Task until contributions amounting to at least

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fifty per cent (in cash terms) of the total due at any one time have been received.

(h) *Ancillary Services.* Ancillary services may, as agreed between the Executive Committee and the Operating Agent, be provided by that Operating Agent for the operation of a Task and the costs of such services, including overheads connected therewith, may be met from budgeted funds of that Task.

(i) *Taxes.* The Operating Agent shall pay all taxes and similar impositions (other than taxes on income) imposed by national or local governments and incurred by it in connection with a Task, as expenditure incurred in the operation of that Task under the Budget; the Operating Agent shall, however, endeavour to obtain all possible exemptions from such taxes.

(j) *Audit.* Each Participant shall have the right, at its sole cost, to audit the accounts of any work in a Task for which common funds are maintained on the following terms:

(1) The Operating Agent shall provide the other Participants with an opportunity to participate in such audits on a cost-shared basis;

(2) Accounts and records relating to activities of the Operating Agent other than those conducted for the Task shall be excluded from such audit, but if the Participant concerned requires verification of charges to the Budget representing services rendered to the Task by the Operating Agent, it may at its own cost request and obtain an audit certificate in this respect from the auditors of the Operating Agent;

(3) Not more than one such audit shall be required in any financial year;

(4) Any such audit shall be carried out by not more than three representatives of the Participants.

Article 7

INFORMATION AND INTELLECTUAL PROPERTY

It is expected that for each Task agreed to pursuant to this Agreement, the applicable Annex will contain information and intellectual property provisions. The General Guidelines Concerning Information and Intellectual Property, approved by the Governing Board of the Agency on 21st November, 1975, shall be taken into account in developing such provisions.

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Article 8

LEGAL RESPONSIBILITY AND INSURANCE

(a) *Liability of Operating Agent.* The Operating Agent shall use all reasonable skill and care in carrying out its duties under this Agreement in accordance with all applicable laws and regulations. Except as otherwise provided in this Article, the cost of all damage to property, and all expenses associated with claims, actions and other costs arising from work undertaken with common funds for a Task shall be charged to the Budget of that Task; such costs and expenses arising from other work undertaken for a Task shall be charged to the Budget of that Task if the Task Annex so provides or the Executive Committee, acting by unanimity, so decides.

(b) *Insurance.* The Operating Agent shall propose to the Executive Committee all necessary liability, fire and other insurance, and shall carry such insurance as the Executive Committee may direct. The cost of obtaining and maintaining insurance shall be charged to the Budget of the Task.

(c) *Indemnification of Contracting Parties.* The Operating Agent shall be liable, in its capacity as such, to indemnify Participants against the cost of any damage to property and all legal liabilities, actions, claims, costs and expenses connected therewith to the extent that they:

(1) Result from the failure of the Operating Agent to maintain such insurance as it may be required to maintain under paragraph *(b)* above; or

(2) Result from the gross negligence or wilful misconduct of any officers or employees of the Operating Agent in carrying out their duties under this Agreement.

Article 9

LEGISLATIVE PROVISIONS

(a) *Accomplishment of Formalities.* Each Participant shall request the appropriate authorities of its country (or its Member States in the case of an international organization) to use their best endeavours, within the framework of applicable legislation, to facilitate the accomplishment of formalities involved in the movement of persons, the importation of materials and equipment and the transfer of currency which shall be required to conduct the Task in which it is engaged.

(b) *Applicable Laws.* In carrying out this Agreement and its Annexes, the Contracting Parties shall be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to the constitution, laws

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and regulations applicable to the respective Contracting Parties, including, but not limited to, laws establishing prohibitions upon the payment of commissions, percentages, brokerage or contingent fees to persons retained to solicit governmental contracts and upon any share of such contracts accruing to governmental officials.

(c) *Decisions of Agency Governing Board.* Participants in the various Tasks shall take account, as appropriate, of the Guiding Principles for Co-operation in the Field of Energy Research and Development, and any modification thereof, as well as other decisions of the Governing Board of the Agency in that field. The termination of the Guiding Principles shall not affect this Agreement, which shall remain in force in accordance with the terms hereof.

(d) *Settlement of Disputes.* Any dispute among the Contracting Parties concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement shall be referred to a tribunal of three arbitrators to be chosen by the Contracting Parties concerned who shall also choose the Chairman of the tribunal. Should the Contracting Parties concerned fail to agree upon the composition of the tribunal or the selection of its Chairman, the President of the International Court of Justice shall, at the request of any of the Contracting Parties concerned, exercise those responsibilities. The tribunal shall decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and its decision on a question of fact shall be final and binding on the Contracting Parties. Operating Agents which are not Contracting Parties shall be regarded as Contracting Parties for the purpose of this paragraph.

Article 10

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) *Admission of New Contracting Parties: Agency Countries.* Upon the invitation of the Executive Committee, acting by unanimity, admission to this Agreement shall be open to the government of any Agency Participating Country (or a national agency, public organization, private corporation, company or other entity designated by such government), which signs or accedes to this Agreement, accepts the rights and obligations of a Contracting Party, and is accepted for participation in at least one Task by the Participants in that Task, acting by unanimity. Such admission of a Contracting Party shall become effective upon the signature of this Agreement by the new Contracting Party or its accession thereto and its giving Notice of Participation in one or more Annexes and the adoption of any consequential amendments thereto.

(b) *Admission of New Contracting Parties: Other OECD Countries.* The government of any Member of the Organisation for Economic Co-operation and Development which does not participate in the Agency may, on the proposal of the Executive Committee, acting by unanimity, be invited by the Governing Board

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of the Agency to become a Contracting Party to this Agreement (or to designate a national agency, public organization, private corporation, company or other entity to do so), under the conditions stated in paragraph *(a)* above.

(c) Admission of New Participants in Tasks. Any Contracting Party may, with the agreement of the Participants in a Task, acting by unanimity, become a Participant in that Task. Such participation shall become effective upon the Contracting Party's giving the Executive Director of the Agency a Notice of Participation in the appropriate Task Annex and the adoption of consequential amendments thereto.

(d) Contributions. The Executive Committee may require, as a condition to admission to participation, that the new Contracting Party or new Participant shall contribute (in the form of cash, services or materials) an appropriate proportion of the prior budget expenditure of any Task in which it participates.

(e) Replacement of Contracting Parties. With the agreement of the Executive Committee, acting by unanimity, and upon the request of a government, a Contracting Party designated by that government may be replaced by another party. In the event of such replacement, the replacement party shall assume the rights and obligations of a Contracting Party as provided in paragraph *(a)* above and in accordance with the procedure provided therein.

(f) Withdrawal. Any Contracting Party may withdraw from this Agreement or from any Task either with the agreement of the Executive Committee, acting by unanimity, or by giving twelve months written Notice of Withdrawal to the Executive Director of the Agency, such Notice to be given not less than two years after the date hereof. The withdrawal of a Contracting Party under this paragraph shall not affect the rights and obligations of the other Contracting Parties; except that, where the other Contracting Parties have contributed to common funds for a Task, their proportionate shares in the Task Budget shall be adjusted to take account of such withdrawal.

(g) Changes of Status of Contracting Party. A Contracting Party other than a government or an international organization shall forthwith notify the Executive Committee of any significant change in its status or ownership, or of its becoming bankrupt or entering into liquidation. The Executive Committee shall determine whether any such change in status of a Contracting Party significantly affects the interests of the other Contracting Parties; if the Executive Committee so determines, then, unless the Executive Committee, acting upon the unanimous decision of the other Contracting Parties, otherwise agrees:

(1) That Contracting Party shall be deemed to have withdrawn from the Agreement under paragraph *(g)* above on a date to be fixed by the Executive Committee; and

(2) The Executive Committee shall invite the government which designated that Contracting Party to designate, within a period of three months of the withdrawal of that Contracting Party, a different entity to become a Contracting Party; if approved by

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the Executive Committee, acting by unanimity, such entity shall become a Contracting Party with effect from the date on which it signs or accedes to this Agreement and gives the Executive Director of the Agency a Notice of Participation in one or more Annexes.

(h) *Failure to Fulfil Contractual Obligations.* Any Contracting Party which fails to fulfil its obligations under this Agreement within sixty days after its receipt of notice specifying the nature of such failure and invoking this paragraph, may be deemed by the Executive Committee, acting by unanimity, to have withdrawn from this Agreement.

Article 11

FINAL PROVISIONS

(a) *Term of Agreement.* This Agreement shall remain in force for an initial period of six years from the date hereof, and shall continue in force thereafter unless and until the Executive Committee, acting by unanimity, decides on its termination.

(b) *Legal Relationship of Contracting Parties and Participants.* Nothing in this Agreement shall be regarded as constituting a partnership between any of the Contracting Parties or Participants.

(c) *Termination.* Upon termination of this Agreement, or any Annex to this Agreement, the Executive Committee, acting by unanimity, shall arrange for the liquidation of the assets of the Task or Tasks. In the event of such liquidation, the Executive Committee shall, so far as practicable, distribute the assets of the Task, or the proceeds therefrom, in proportion to the contributions which the Participants have made from the beginning of the operation of the Task, and for that purpose shall take into account the contributions and any outstanding obligations of former Contracting Parties. Disputes with a former Contracting Party about the proportion allocated to it under this paragraph shall be settled under Article 9 *(d)* hereof, for which purpose a former Contracting Party shall be regarded as a Contracting Party.

(d) *Amendment.* This Agreement may be amended at any time by the Executive Committee, acting by unanimity, and any Annex to this Agreement may be amended at any time by the Executive Committee, acting by unanimity of the Participants in the Task to which the Annex refers. Such amendments shall come into force in a manner determined by the Executive Committee, acting under the voting rule applicable to the decision to adopt the amendment.

(e) *Deposit.* The original of this Agreement shall be deposited with the Executive Director of the Agency and a certified copy thereof shall be furnished

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to each Contracting Party. A copy of this Agreement shall be furnished to each Agency Participating Country, and to each Member country of the Organisation for Economic Co-operation and Development.

Done in Paris, this 6th day of October, 1977.

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For the EUROPEAN ATOMIC ENERGY COMMUNITY (EURATOM): BRUNNER

For the JAPAN ATOMIC ENERGY RESEARCH INSTITUTE (designated by the Government of Japan): E. MUNEKATA
13th April, 1978.

For the OFFICE FÉDÉRAL DE LA SCIENCE ET DE LA RECHERCHE DU DÉPARTEMENT FÉDÉRAL DE L'INTÉRIEUR for and on behalf of the Government of Switzerland: A. GRÜBEL
Subject to ratification

For the DEPARTMENT OF ENERGY for and on behalf of the Government of the United States of America: JAMES R. SCHLESINGER

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Annex I

LARGE COIL TASK

1. *Objectives*

The Large Coil Task shall be undertaken in order to obtain experimental data, to demonstrate reliable operation of large superconducting coils, and to prove the design principles and fabrication techniques proposed for the magnets in a tokamak Experimental Power Reactor.

2. *Means*

The Participants shall implement the Large Coil Task, on a task-sharing basis as provided in the Agreement and this Annex.

(a) Planning and Construction of the Large Coil Test Facility (LCTF)

(1) In consultation with the other Participants, the Operating Agent shall fund, design, construct and operate the LCTF as described in document IEA/CRD(77)57, which may be amended by the Executive Committee, acting by unanimity. As the design of the LCTF progresses, the Operating Agent shall keep the other Participants informed on any major additional elements of facility design and its capabilities.

(2) The Participants shall make suggestions relating to the planning and design of the LCTF.

(b) Design and Fabrication of Test Coils

Each of the Participants shall design, fabricate, and deliver to the LCTF in Oak Ridge, Tennessee, U.S.A., one or more of its superconducting coils conforming to the parameters contained in document IEA/CRD(77)57, which may be amended by the Executive Committee, acting by unanimity.

(c) Assembly and Testing of Coils in a Compact Torus Array in the LCTF

(1) The Operating Agent shall accept a maximum of three non-U.S. origin coils in the first test assembly. The Operating Agent shall also provide computer time to the Participants as required for the conduct of the Test Programme referred to in paragraph 2 *(e)* below.

(2) Each Participant shall participate in the Test Programme in accordance with its terms. Each Participant shall also pro-

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vide all special equipment necessary for the incorporation of its coils into the LCTF and for the conduct of tests not provided for in the Test Programme.

(d) Task-Related Information Exchanges and Visits

(1) Each Participant shall report on the progress on subsize coil design and fabrication to all other Participants as the information becomes available. Each Participant shall report anticipated helium coil cooling requirements to the Operating Agent.

(2) Each Participant shall supply the following information to the Operating Agent at least thirty days in advance of delivery of its coils to the LCTF site:

(i) Date of delivery of the coils to the test site;

(ii) Method of delivery and agent utilized;

(iii) Total weight of coils and crates;

(iv) Overall crate dimensions;

(v) Any special precautions that should be taken during handling of the coils;

(vi) Manner in which the coils can be lifted (i.e. suspended through a single point or by a cradle under the crate);

(vii) Names of people that will be either accompanying the coils or will help uncrate and check out the condition of the coils; and

(viii) Names of people that will help to test the coils.

The Participants shall contact the Operating Agent a few months before shipping their coils in order to determine if there are any changes to or added requirements besides those enumerated above.

(3) Each Participant should, at the time of the delivery of its coils to the LCTF site, distribute the following information to the other Participants, subject to the provisions of paragraph 5 below, and to the extent that the information is not proprietary:

(i) Description of the coils, including drawings and materials used;

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(ii) Detailed design data of the coils and superconductors;

(iii) Back-up analysis and test data that was utilized to evolve the design of the coils;

(iv) Description of fabrication methods of the coils and superconductors; and

(v) Anticipated performance of the coils.

(4) Each Participant shall use its best efforts to arrange visits for the other Participants to coil fabrication installations in its country.

(e) Detailed Test Procedures

Detailed procedures for the conduct of tests ("the Test Programme") shall, not later than 31st December, 1979, be adopted by the Executive Committee, acting by unanimity, in agreement with the Operating Agent.

3. *Administration and Staff (Supplementing Article 5 of the Agreement)*

(a) Administration of Task. The Operating Agent shall have sole responsibility for the administration and provision of staff for this Task; remuneration of the staff of the Task shall be the sole responsibility of the Operating Agent. The Operating Agent shall adhere to the LCTF and Test Coil Procurement Programme to be adopted by the Executive Committee, acting by unanimity.

(b) Access to Test Facility. Each Participant may schedule visits by its personnel to the LCTF during the period of the Agreement. The Operating Agent shall accept a maximum of three officials from each of the other Participants at the LCTF site at any one time without prior notification; the acceptance of additional officials shall be subject to the prior approval of the Operating Agent. In addition to making the necessary arrangements to facilitate access of Participants to the LCTF site, the Operating Agent shall also provide office space at the LCTF site to the other Participants.

4. *Funding and Rules of Procurement*

(a) Costs of Participation. The Operating Agent shall bear the cost of funding, designing, constructing, and operating the LCTF. Each of the other Participants shall bear the costs it incurs in carrying out this Agreement, including the costs of formulating and transmitting reports, of designing, fabricating, delivering, and repatriating test coils, of reimbursing its employees for travel and other per diem expenses, and of payment for the salaries, insurance, and allowances to be paid to its personnel incurred in connection with

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work carried out on the Task. The repatriation of test coils shall be the sole responsibility of the Participant supplying the test coils, which shall make all arrangements and bear all responsibility for removal of the coils from the LCTF. The other Participants shall also provide all special equipment necessary for the incorporation of coils into the LCTF and for the conduct of tests not included in the agreed Test Programme.

(b) Rules of Procurement. The Operating Agent may enter into agreements for the appointment of consultants, the construction of plant, and the procurement of materials in pursuit of the Task in accordance with its procurement regulations.

5. *Information and Intellectual Property*

(a) Executive Committee's Powers. The publication, distribution, handling, protection and ownership of information and intellectual property, and rules and procedures related thereto, shall be determined by the Executive Committee in conformity with the Agreement.

(b) Right to Publish. Subject only to the restrictions applying to patents and copyrights, the Participants shall have the right to publish all information provided to or arising from this Task except proprietary information. For the purposes of this paragraph, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which are appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligations concerning its confidentiality; and

(3) Is not already in the possession of the Operating Agent or Participants without obligation concerning its confidentiality.

(c) Marking of Proprietary Information. It shall be the responsibility of each Participant to identify information it furnishes which qualifies as proprietary information under this paragraph and ensure that it is appropriately marked. The Participants shall take all necessary measures in accordance with this paragraph, the laws of their respective countries and international law to protect proprietary information.

(d) Production of Relevant Information by Participants. The test facility and associated buildings and facilities to be used in this

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Task are being supplied by the Operating Agent, and the Operating Agent and the other Participants will be supplying superconducting coils to be tested in the test facility. Each Participant should endeavour to make available, or identify in the context of the Task, pre-existing information and information developed independently of the Task, known to it, which is relevant to the Task and which can be made available to the Task without contractual or legal limitation. Each Participant supplying a superconducting coil to be tested under this Task shall supply to the Operating Agent full and complete information regarding the design, physical properties, operating characteristics, materials and construction of the superconducting coils supplied including proprietary information (hereinafter referred to as "design information"), but need not supply information regarding the methods or processes by which the coils, their subcomponents or their materials were manufactured (hereinafter referred to as "manufacturing information").

(e) *Reports on Information Relevant to the Task.* Reports containing information arising in the course of or under the Agreement ("arising information") and pre-existing information necessary for and used in the Task, including coil design information, both proprietary and freely available, shall be provided to the Operating Agent by each Participant and shall cover the work performed by the Participant on the superconducting coils supplied. A report summarizing the work performed by each Participant and the Operating Agent, excluding proprietary information, shall be prepared by the Operating Agent and forwarded to the Executive Committee.

(f) *Licensing of Inventions and Information.* Each Participant agrees to license all pre-existing inventions and all pre-existing design information, including proprietary information owned or controlled by the Contracting Party which are necessary for utilizing or testing, or which were incorporated in the superconducting coils supplied by that Participant to the Operating Agent on a non-exclusive, royalty-free basis for use in the Task only. Each Participant also agrees to license all arising design information, including proprietary information, and all information identified in paragraph 2 *(d)* of this Annex, on a non-exclusive, royalty-free basis to the Operating Agent for use in the Task only.

(g) *Licensing Design and Manufacturing Information for Research, Development or Demonstration Programmes.* Each Participant agrees to license all pre-existing design information, including proprietary information, owned or controlled by the Participant, which is necessary for utilizing or manufacturing, or which was incorporated in the superconducting coils supplied by that Participant, and all arising design information, including proprietary information, regarding the superconducting coils supplied by the Participant, to the other Participants on a non-exclusive, royalty-

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free basis for use in the research, development and demonstration programmes only of the other Participants. Each Participant similarly agrees to license on the same basis and for the same purpose all pre-existing manufacturing information, including proprietary information, necessary for utilizing or manufacturing, or which was incorporated in the superconducting coils supplied by that Participant and arising manufacturing information, including proprietary information, but only if that Participant cannot supply additional superconducting coils, subcomponents or materials therefor at reasonable prices and within a reasonable time which are necessary for use in the research, development or demonstration programmes of the other Participants. Each Participant also agrees to license any pre-existing and arising invention owned or controlled by that Participant which is necessary for the utilization or manufacture, or which was incorporated in the superconducting coils supplied by that Participant, to the other Participants on a non-exclusive, royalty-free basis for use in the research, development and demonstration programmes of the other Participants.

(h) Licensing for Commercial Use. Each Participant agrees to license all pre-existing inventions and all pre-existing design and manufacturing information, including proprietary information, owned or controlled by the Participant which are necessary for utilizing or manufacturing, or which were incorporated in the superconducting coils supplied by that Participant, to the other Participants, their governments and the nationals of their respective countries designated by them for commercial purposes on favourable terms and conditions taking into account the equities of the Participants based upon the sharing of obligations, contributions, rights and benefits of all Participants.

(i) Licensing of Inventions and Information Arising from the Task. Inventions made or conceived in the course of or under the Agreement ("arising inventions") and arising design and manufacturing information, including proprietary information, shall be owned in all countries by the inventing Participant. Each Participant shall license such arising inventions and information to the other Participants, their governments and the nationals of their respective countries designated by them for commercial purposes in all countries on favourable terms and conditions taking into account the equities of the Participants based upon the sharing of obligations, contributions, rights and benefits of all Participants under the Agreement.

(j) Licensing to Agency Participating Countries. Each Participant agrees to license all arising information and inventions to all Agency Participating Countries on reasonable terms and conditions for use in their own country in order to meet their own energy needs.

(k) Production of Information or Inventions Subject to Limitations. In situations where a Participant only partially owns or controls

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pre-existing information or inventions which are required to be licensed in the preceding sections of this paragraph, the Participant should endeavour to report that fact to the Participants and will use its best efforts to ensure that the licensing as stipulated above is carried out and that the Participant will obtain no more benefit from such licensing than is provided for in this paragraph.

(l) Copyrights. Each Participant may take appropriate measures necessary to protect copyrightable material generated by it under the Agreement. Copyrights obtained shall be the property of the Participant, provided however, that the other Participants may reproduce and distribute such material, but shall not publish it with a view to profit.

(m) Co-operation from Authors and Inventors. Each Participant will, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the co-operation from its authors and inventors required to carry out the provisions of this paragraph. Each Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

(n) "National" of a Participant. The Executive Committee may establish guidelines to determine what constitutes a "national" of a Participant provided, however, in recognition of the fact that all the fusion power research and development programmes of the individual Member States of the European Atomic Energy Community (EURATOM) and Sweden are carried out jointly in the framework of EURATOM, and that EURATOM acts on behalf of itself and its associated national organizations in fusion power research and development, the governments and countries referred to in sub-paragraphs *(h)* and *(i)* above shall, with respect to EURATOM, be understood to be the governments and countries of the Member States of EURATOM and Sweden.

6. *Specific Responsibilities of the Operating Agent*

The Operating Agent shall develop and deliver to the other Participants periodic reports, at intervals mutually agreed upon, on the ongoing evaluations of systems performance resulting from execution of the Task described in this Annex. Further, the Operating Agent shall be responsible for taking all steps required to implement the Task in accordance with this Annex and with the decisions of the Executive Committee. Such responsibility shall include, but not be limited to:

(1) Operating all test equipment and such instrumentation which may be installed in accordance with the Task; and

(2) Recording the results of the operation of the experiments.

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7. *Operating Agent*

The Operating Agent for the Task shall be the United States Department of Energy, which intends to act through the Fusion Energy Division of the Oak Ridge National Laboratory.

8. *Responsibility, Insurance and Indemnity*

(a) Liability of Operating Agent and Participants. Article 8 *(a)* of the Agreement shall not apply to the Task. The Operating Agent shall use all reasonable skill and care in carrying out its duties under this Agreement in accordance with all applicable laws and regulations. Except as otherwise provided in this paragraph, the cost of all damage to a Participant's property and all its legal liabilities, claims, actions, and all its costs and expenses connected with participation in the Task shall be borne by the Participant.

(b) Insurance. Article 8 *(b)* of the Agreement shall not apply to the Task. Each Participant shall obtain and carry the necessary liability, fire, accident, and other insurance relating to its property and to its personnel who participate in the Task. The cost of obtaining and maintaining insurance shall be borne by each Participant.

(c) Indemnification of Participants. Article 8 *(c)* (1) of the Agreement shall not apply to the Task.

9. *Suspension of Obligations*

The obligations of each of the Participants shall be suspended for any period during which such Participant is prevented or substantially hindered from complying therewith in whole or part by any cause beyond its control including, but not limited to, acts of God, unavoidable accidents, laws, rules, regulations or orders, or any national, state, governmental or local authority, acts of war or conditions arising out of or attributable to war, strikes, lockouts or other disputes with workpeople, shortages of materials, equipment or labour or shortages of or delays in transportation; the Participant so prevented or hindered shall give notice to the other Participants promptly after the start and finish of such prevention or hindrance.

10. *Time Period*

This Annex shall remain in force until 30th September, 1982, or until the completion of the Test Programme. This Annex may continue in force thereafter during the life of the Agreement by decision of the Executive Committee, acting by unanimity.

11. *Participants in this Task*

The Contracting Parties which are Participants in this Task are the following:

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The European Atomic Energy Community (EURATOM),

The Japan Atomic Energy Research Institute,

The Office Fédéral de la Science et de la Recherche du Département Fédéral de l'Intérieur (Switzerland),

The Department of Energy (United States of America).

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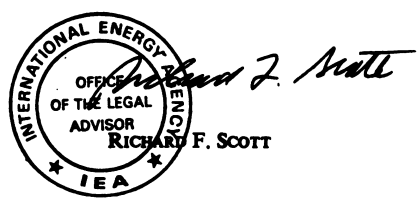
The Legal Advisor of the International Energy Agency hereby certifies that the present copy conforms to the original text deposited with the Executive Director of the International Energy Agency (as amended to the date hereof, by agreement of the Contracting Parties).

Paris, 23rd July, 1980

THE LEGAL ADVISOR:



RICHARD F. SCOTT

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MULTILATERAL

Energy: Treatment of Coal Gasifier Effluent Liquors

Implementing agreement done at Paris October 17, 1977;
Entered into force October 17, 1977;
Effective October 1, 1976.

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR THE ESTABLISHMENT OF A PROJECT ON THE TREATMENT OF COAL GASIFIER EFFLUENT LIQUORS

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR THE ESTABLISHMENT OF A PROJECT ON THE TREATMENT OF COAL GASIFIER EFFLUENT LIQUORS

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments or parties designated by their respective governments pursuant to Article III of the Guiding Principles for Co-operation in the Field of Energy Research and Development adopted by the Governing Board of the International Energy Agency (the "Agency") on 28th July, 1975,[1] wish to participate in the establishment and operation of a Project on the Treatment of Coal Gasifier Effluent Liquors (the "Project") as provided in this Agreement;

CONSIDERING that the Contracting Parties which are governments and the governments of the other Contracting Parties (referred to collectively as the "Governments") participate in the Agency and have agreed in Article 41 of the Agreement on an International Energy Program[2] (the "I.E.P. Agreement") to undertake national programmes and to promote the adoption of co-operative programmes in the areas set out in Article 42 of the I.E.P. Agreement, including the area of energy research and development in coal technology;

CONSIDERING that in the Governing Board of the Agency on 28th June, 1977, the Governments approved the Project as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognized the establishment of the Project as an important component of international co-operation in the field of coal technology research and development;

CONSIDERING that Stages I and II of the Project as described in the proposal submitted to the Agency by the British Gas Corporation in January 1976 commenced in or about July 1976;

HAVE AGREED as follows:

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[1] TIAS 8229; 27 UST 249.
[2] Done Nov. 18, 1974. TIAS 8278; 27 UST 1708.

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Article 1

OBJECTIVES

The Project shall consist of a programme (commencing on 1st October, 1976) of research and development on the treatment of coal gasifier effluent liquors, including the preparation of proposals for further research and development, and shall be carried out in accordance with this Agreement and with the Proposal for the Treatment of Coal Gasifier Effluent Liquors prepared by the London Research Station of the British Gas Corporation (the "Proposal") dated March 1976.

Article 2

THE OPERATING AGENT

(*a*) The Operating Agent shall carry out the Project in accordance with this Agreement, the Proposal and the law of the country of the Operating Agent. In this Agreement the term "Operating Agent" shall mean the government, or entity, for the time being responsible for carrying out the Project.

(*b*) The British Gas Corporation are hereby appointed as Operating Agent.

(*c*) The Operating Agent may at any time be replaced as Operating Agent by a Contracting Party, or an entity proposed by a Contracting Party, who consents to act as Operating Agent and who has been appointed as such by the Executive Committee set up under Article 3 of this Agreement (the "Executive Committee"), acting by unanimity.

(*d*) The Operating Agent may resign at any time by giving at least six months prior written notice of resignation to the Executive Committee, provided that any resignation shall not take effect unless the following conditions are fulfilled:

(1) A Contracting Party, or an entity proposed by a Contracting Party, notifies the Executive Committee and the Contracting Parties in writing not less than three months before the date specified in the Operating Agent's notice as the date on which its resignation is to take effect that such Contracting Party or entity is willing to become Operating Agent; and

(2) The Executive Committee, acting by unanimity, appoints such Contracting Party or entity as Operating Agent.

(*e*) All legal acts required to carry out the Project shall be performed by the Operating Agent on behalf of the Contracting Parties. The Operating Agent shall be the legal owner of all property rights acquired at the cost of the Contracting Parties for the Project or accrued for the benefit of the Contracting Parties in carrying out the Project.

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(*f*) The appointment of any government or entity, which is not a Contracting Party, as Operating Agent pursuant to paragraphs (*c*) or (*d*) of this Article shall not take effect until such government or entity has agreed with all the Contracting Parties to perform the obligations and duties of Operating Agent.

(*g*) In the event of an appointment pursuant to paragraphs (*c*) or (*d*) of this Article the government or entity that was formerly Operating Agent shall forthwith transfer to the Operating Agent so appointed all the property rights referred to in paragraph (*e*) of this Article.

(*h*) The Contracting Parties shall, in accordance with Article 5 of this Agreement, provide the Operating Agent with funds to meet or, if required, reimburse the Operating Agent in respect of, the costs and expenses of the carrying out of the Project and of actions taken in accordance with this Agreement pro rata to their contributions as set out in Annex I.

Article 3

THE EXECUTIVE COMMITTEE

(*a*) Control of the Project shall be exercised by the Executive Committee set up under this Article in accordance with the provisions of this Agreement.

(*b*) The Executive Committee shall consist of one representative designated by each Contracting Party. Each Contracting Party shall designate an alternate representative to act in place of its representative when such representative is unavailable. Each Contracting Party shall notify the other Contracting Parties in writing of all designations made by it under this paragraph.

(*c*) The Executive Committee shall:

(1) Acting by unanimity, adopt the Programme of Work and Budget of the Project following a proposal from the Operating Agent submitted under subparagraph (*f*)(2) of Article 5 of this Agreement;

(2) Acting by unanimity, approve such adjustments to the Programme of Work and Budget of the Project following a proposal submitted by the Operating Agent as are necessary or desirable to enable the Project to be duly carried out;

(3) Acting by unanimity, make such rules and regulations as may be required for the sound management of the Project, including financial rules as provided in paragraph (*d*) of Article 5 of this Agreement;

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(4) Consider any matters submitted to it by any Contracting Party; and

(5) Carry out the other functions conferred upon it by this Agreement.

(*d*) The Executive Committee shall, acting by majority, elect a Chairman.

(*e*) The Executive Committee shall, acting by unanimity, establish such subsidiary bodies and rules of procedure as are required or desirable for its proper functioning.

(*f*) A representative of the Agency may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity.

(*g*) The Executive Committee shall meet in regular session twice each year. In extraordinary circumstances a special meeting shall be convened upon the written request of a Contracting Party addressed to the Chairman which can demonstrate the need therefor or at the instance of the Operating Agent.

(*h*) Unless otherwise agreed, meetings of the Executive Committee shall be held at the offices of the Operating Agent.

(*i*) At least twenty-eight days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be given to each Contracting Party by the Chairman and to other persons or entities entitled to attend the meetings. Notice need not be given to any person or entity otherwise entitled thereto if notice is waived before or after the meeting. The quorum for the transaction of business in meetings of the Executive Committee shall be one-half of the members plus one (less any resulting fraction).

(*j*) With the agreement of each Contracting Party a decision or recommendation of the Executive Committee may be made by telex or cable without the holding of a meeting. The Chairman of the Executive Committee shall have the responsibility of ensuring that all Contracting Parties are informed of each decision or recommendation made pursuant to this paragraph.

(*k*) Where it is provided that the Executive Committee shall act by unanimity the vote in favour of each representative and alternate representative present and voting at the meeting shall be required for a decision or recommendation to be taken or made. Where it is provided that the Executive Committee shall act by majority, the vote in favour of the majority of representatives and alternate representatives present and voting at the meeting shall be required for a decision or recommendation to be taken or made. The Executive Committee shall act by unanimity where this Agreement does not provide otherwise. All decisions made by the Executive Committee in accordance with this paragraph shall be binding on the Contracting Parties.

(*l*) It is expected that the carrying out of the Project will take eighteen months and the Executive Committee shall provide the Agency with reports on the progress of the Project at the end of the first year and at the completion of the Project.

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Article 4

ADMINISTRATION AND STAFF

(*a*) The Operating Agent shall be responsible to the Executive Committee for the carrying out of the Project in accordance with this Agreement, the adopted Programme of Work and Budget, and any approved adjustments thereto, decisions of the Executive Committee in accordance with this Agreement, and the regulations of the establishment at which and the law of the country in which the Project is carried out.

(*b*) The Operating Agent shall supply to the Executive Committee such information concerning the carrying out of the Project as the majority of the Executive Committee request. Reports on the carrying out of the Project shall be submitted by the Operating Agent to the Executive Committee at half-yearly intervals.

(*c*) Each Contracting Party shall be entitled to nominate observers (not exceeding two at any one time) to monitor progress on the Project at times agreed by the Operating Agent and in accordance with rules decided upon by the Executive Committee. Each Contracting Party shall ensure that its observers comply with all the rules and regulations of the establishment at which the Project is being carried out and with the law affecting the carrying out of the Project.

(*d*) Staff working on the Project shall be selected by the Operating Agent in accordance with rules determined by the Executive Committee and such staff shall be responsible to the Operating Agent. The Contracting Parties, or entities designated by the Contracting Parties, may propose personnel to work on the staff of the Project and any such personnel as are selected shall be made available by secondment.

(*e*) Staff working on the Project shall be remunerated by their respective employers and shall, except as provided in this Agreement, be subject to their employers' conditions of service. The Contracting Parties shall be entitled to claim the appropriate cost of such remuneration or to receive an appropriate credit for such cost as part of the Budget of the Project in accordance with sub-paragraph (*f*)(6) of Article 5 of this Agreement. Each Contracting Party shall ensure that all staff working on the Project proposed by it or by an entity designated by it shall comply with all the rules and regulations of the establishment at which the Project is being carried out and with the law affecting such establishment and the carrying out of the Project.

Article 5

FINANCE

(*a*) The Contracting Parties hereby agree to commit in the proportions set out in Annex I to this Agreement a maximum sum of £ 80,000 sterling at March 1976 prices in respect of the carrying out of the Project and the taking of other actions by the Operating Agent in accordance with this Agreement. A breakdown of this maximum sum is set out in Annex II to this

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Agreement. The Executive Committee, acting by unanimity, shall adjust the figure referred to in this paragraph at half-yearly intervals to take account of changes in exchange rates and of changing price levels in the country of the Operating Agent in order to ensure that the necessary resources will be available for the carrying out of the Project. If significant changes in exchange rates or in such price levels occur, the Executive Committee, acting by unanimity, shall consider whether to adjust the Programme of Work and Budget. Further the Contracting Parties shall reimburse the Operating Agent its expenses in respect of carrying out the Project and taking other action in accordance with this Agreement, proportionately to their contributions aforesaid.

(*b*) The sum committed by the Contracting Parties (as adjusted in accordance with paragraph (*a*) of this Article) shall be provided by them in the proportions referred to in paragraph (*a*) of this Article and in accordance with a schedule to be determined by the Executive Committee, acting by unanimity. Such schedule shall ensure that the Operating Agent will have sufficient funds to meet the commitments as they arise.

(*c*) Income accruing from the carrying out of the Project shall be credited to the account of the Project.

(*d*) The Executive Committee may make such rules as may be required for the sound financial management of the Project. Such rules shall:

(1) Subject to Article 6 of this Agreement establish procurement procedures to be used by the Operating Agent in making contracts under Article 6 of this Agreement or otherwise expending funds for the Project; and

(2) Establish the level of expenditure for which the approval of the Executive Committee will be required.

(*e*) The system of accounts employed by the Operating Agent shall be in accordance with the accounting principles generally accepted in the country of the Operating Agent and consistently applied.

(*f*) Unless otherwise decided by the Executive Committee:

(1) The financial year of the Project shall correspond to the financial year of the Operating Agent;

(2) The Operating Agent shall forthwith in respect of the first period of the Project commencing on 1st October, 1976 and ending on the last day of the current financial year of the Operating Agent and in respect of each subsequent year or lesser period of the Project not later than three months before the commencement thereof, prepare and submit to the Executive Committee for approval a draft Programme of Work and Budget;

(3) Not later than three months after the end of each financial year, the Operating Agent shall submit for audit the accounts of the Project to the Operating Agent's external auditors or to other auditors selected by the Executive Committee and shall present the accounts together with such auditors' report to the Executive Committee for approval;

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(4) The Operating Agent shall maintain complete, separate financial records which shall clearly account for all funds and property coming into the custody or possession of the Operating Agent on behalf of the Contracting Parties in connection with the Project;

(5) All books of account and records maintained by the Operating Agent acting as such in connection with the Project shall be preserved for at least three years from the date of termination of the Project;

(6) A Contracting Party supplying services to the Project shall be entitled to a credit, determined by the Executive Committee, against its contribution, or to compensation if the value of such services exceeds the amount of such Contracting Party's contribution under the provisions of paragraph (*a*) of this Article, and credits for services of staff shall be calculated on an agreed scale approved by the Executive Committee and include all pay-roll costs;

(7) Depreciation and interest on the capital sums provided for the Project and on the cost of the items provided pursuant to paragraph (*h*) of this Article shall be charged as an operating expense of the Project;

(8) The Operating Agent shall be entitled without having to obtain the agreement of the Executive Committee to exceed each item of expenditure in an approved Budget by not more than fifteen per cent of that item, but it shall inform the Executive Committee of such excess.

(*g*) Contributions due under this Agreement from the Contracting Parties shall (unless otherwise agreed by the Executive Committee for the purposes of meeting a commitment in another currency) be paid in the currency of the Operating Agent and shall be paid at the times required by paragraph (*b*) of this Article, provided however that:

(1) Except as provided in paragraph (*f*) of this Article, contributions received by the Operating Agent shall be used solely in accordance with the Programme of Work, the Budget and any other expenditure approved by the Executive Committee; and

(2) The Operating Agent shall not be obliged to carry out work until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received.

(*h*) The British Gas Corporation shall provide for the Project the following items:

(1) Pilot plant extraction unit for phenol and ammonia; and

(2) Duplicate biological treatment streams.

The British Gas Corporation shall be entitled to a credit against its contribution under paragraph (*a*) of this Article of a total amount equal to the sum of (*i*) the cost (including the cost of installation) of the aforementioned pilot plant extraction unit plus (*ii*) two years' hire charge for the duplicate biological treatment streams as set out in Annex II to this Agreement and to compensation if such total amount exceeds its said contribution.

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(*i*) Ancillary services may, as decided by the Executive Committee, be provided by the Operating Agent for the carrying out of the Project, and the costs of such services, including overheads connected therewith, shall be met from the budgeted funds of the Project.

(*j*) The Operating Agent shall pay all taxes and similar impositions (other than taxes on income) imposed by national or local governments or other competent authorities and incurred by it in connection with the Project, as expenditure incurred in the carrying out of the Project, under the Budget. The Operating Agent shall endeavour, subject to the Executive Committee approving any necessary expenditure in connection therewith, to obtain all possible exemptions from such taxes and impositions.

(*k*) Each Contracting Party shall bear its own costs of participating in the Project other than common costs funded by the Budget.

(*l*) Each Contracting Party shall have the right at its own cost to audit the accounts of the Project on the following terms:

(1) The Operating Agent shall provide the other Contracting Parties with an opportunity to participate in such audit on a cost-shared basis;

(2) The accounts and records in respect of the Operating Agent's activities other than those for the Project shall be excluded from such audit, but if the Contracting Party concerned requires verification of charges to the Budget representing services rendered to the Project by the Operating Agent, it may at its own cost request and obtain an audit certificate in this respect from the Operating Agent's external auditors;

(3) Not more than one such audit shall be required in any financial year; and

(4) Any such audit shall be carried out by not more than three representatives of the Contracting Parties.

Article 6

PROCUREMENT PROCEDURES

All procurement of equipment and material shall be in accordance with the rules laid down by the Executive Committee under sub-paragraph (*d*)(1) of Article 5 of this Agreement, which rules shall provide inter alia:

(*a*) The Operating Agent shall have the power to enter into agreements on behalf of the Contracting Parties for the appointment of consultants, construction of plant and procurement of materials for the purposes of the Project, provided that such agreements are allowed for in an approved Budget or by the provisions of this Agreement or by the express authority of the Executive Committee;

(*b*) The Operating Agent shall not enter into any agreement for a total value of more than £ 15,000 without the approval of the Executive Committee;

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(*c*) The Operating Agent shall procure quotations and tenders, let and administer all agreements for the construction of the plant or procurement of materials for a total value of more than £ 15,000 in accordance with the standard procedures of the Operating Agent; and

(*d*) The Operating Agent shall use its best endeavours to secure the best contractual terms and conditions available (including, where possible, provision for title to all intellectual property generated under the contract, for a royalty-free licence for the use of background intellectual property used for the purposes of the Project alone, and for a right on reasonable terms and conditions for the Contracting Parties to use such background intellectual property commercially in the field of the treatment of coal gasifier effluent liquors). In procuring services, equipment or material, the Operating Agent shall, to the maximum extent permitted by law under the rules laid down by the Executive Committee under Article 5 of this Agreement, attempt to let contracts with persons and entities located in the countries of the Contracting Parties.

Article 7

INFORMATION AND INTELLECTUAL PROPERTY

(*a*) The publication, distribution, handling, protection and ownership of information and intellectual property, and rules and procedures related thereto, shall be determined by the Executive Committee in conformity with this Agreement.

(*b*) The Contracting Parties shall have the right to publish all information provided to or arising from the Project except Proprietary Information, provided however that the Contracting Parties shall not have the right to publish any information so provided or arising if the publication of such information would infringe any patents or copyrights (including those belonging to one or more of the Contracting Parties) or would prevent the acquisition of a patent or copyright by any one or more of the Contracting Parties. Proprietary Information shall not be accepted for or utilized in the Project without express approval of the Executive Committee.

(*c*) For the purposes of this Agreement "Proprietary Information" shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes or treatments) which is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and

(3) Is not already in the possession of the recipient Contracting Parties without obligation concerning its confidentiality.

(*d*) The Contracting Parties shall take all necessary measures in accordance with this Article, the laws of their respective countries and international law to protect Proprietary Information provided to or arising from the Project.

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(*e*) The Operating Agent shall invite the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant or useful to the Project.

(*f*) The Contracting Parties shall notify the Operating Agent of all pre-existing information, and information developed independently of the Project, known to them which is relevant to the Project and which:

(1) Will be made available for the Project without contractual or legal limitations; or

(2) Will or can only be made available for the Project with contractual or legal limitations.

(*g*) Information of the type defined in sub-paragraph (*f*)(2) of this Article shall be accepted for and utilized in the Project:

(1) If solely owned or controlled by a Contracting Party, in which case paragraphs (*j*) and (*k*) of this Article shall apply; and

(2) In any other case, only if arrangements can be made for licence and use in accordance with paragraph (*i*) of this Article.

(*h*) It shall be the responsibility of the Operating Agent to identify information arising from the Project ("Arising Information") which qualifies as Proprietary Information under this Article and ensure that it is appropriately marked. If any Contracting Party questions the decision of the Operating Agent regarding the proprietary nature of Arising Information the question shall be submitted to the Executive Committee for decision. Proprietary Information arising from the Project shall be the property of the Operating Agent for the benefit of the Contracting Parties. The Operating Agent shall license such Proprietary Information:

(1) To each Contracting Party, its government and the nationals of its country designated by the Contracting Party for non-exclusive use in the country of that Contracting Party on terms and conditions exclusively stipulated by that Contracting Party and notified to the other Contracting Parties;

(2) Subject to sub-paragraph (1) above, to each Contracting Party, its government and nationals of its country designated by the Contracting Party for use in all countries on favourable terms and conditions as stipulated by the Executive Committee, taking into account the equities of the Contracting Parties based upon the sharing of obligations, contributions, rights and benefits of all Contracting Parties;

(3) To the government of any Agency Participating Country and national designated by it for use in such country in order to meet its energy needs on reasonable terms and conditions as stipulated by the Executive Committee.

Royalties under such licences shall be held by the Operating Agent for the benefit of the Contracting Parties, except that royalties, if any, under sub-paragraph (1) above shall be the property of the Contracting Party.

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(*i*) Proprietary Information procured by the Operating Agent on behalf of the Contracting Parties shall be the property of the Operating Agent for the benefit of the Contracting Parties and shall be treated as arising Proprietary Information. Proprietary Information licensed to the Operating Agent for the benefit of the Contracting Parties may be licensed for:

(1) Use for the purposes of this Project only, where the information is needed for carrying out of the Project and not needed for further commercial use;

(2) Use for the purposes of this Project and further commercial use, when the information is needed for practising the results of the Project, in which case rights shall be obtained to permit either further licensing by the Operating Agent or direct licensing from the owner on reasonable terms and conditions to the Contracting Parties, their governments and nationals of their countries designated by the Contracting Parties for use in all countries.

(*j*) Proprietary Information solely owned or controlled by a Contracting Party which is needed for the Project shall be licensed to the Operating Agent for use in the Project only at no cost to the Project. If such Information is partially owned or controlled by a Contracting Party, then efforts shall be made by the Contracting Party to reduce or eliminate as possible the benefit that might accrue to it.

(*k*) Each Contracting Party agrees to license for use in the field of the treatment of coal gasifier effluent liquors on reasonable terms and conditions all Proprietary Information solely owned or controlled by it which is useful in practising the results of the Project and has been utilized in the Project to:

(1) The other Contracting Parties, their governments and nationals of their countries designated by the Contracting Parties for use in all countries;

(2) The governments of Agency Participating Countries and nationals designated by them for use in their respective countries in order to meet their energy needs.

In determining reasonable terms and conditions for licensing Proprietary Information owned or controlled, in whole or in part, by a Contracting Party for use other than in the Project as required in this Article, consideration shall be given to the equities of the other Contracting Parties based upon the sharing of obligations, contributions, rights and benefits of all Contracting Parties.

(*l*) Patents solely owned or controlled by a Contracting Party which are needed for the Project shall be licensed to the Operating Agent for use in the Project only at no cost to the Project. If such patents are partially owned or controlled by a Contracting Party, then efforts shall be made by the Contracting Party to reduce or eliminate as possible the benefit that might accrue to it.

(*m*) Each Contracting Party agrees to license for use in the field of the treatment of coal gasifier effluent liquors on reasonable terms and conditions all patents solely owned or controlled by it which are useful in practising the results of the Project and have been utilized in the Project to:

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(1) The other Contracting Parties, their governments and nationals of their countries designated by the Contracting Parties for use in all countries; and

(2) The governments of Agency Participating Countries and nationals designated by them for use in their respective countries in order to meet their energy needs.

In determining reasonable terms and conditions for licensing patents owned or controlled, in whole or part, by a Contracting Party for use other than in the Project as required in this Article, consideration shall be given to the equities of the other Contracting Parties based upon the sharing of obligations, contributions, rights and benefits of all Contracting Parties.

(*n*) Patents owned or controlled, in whole or in part, by parties other than the Contracting Parties may be procured by or licensed to the Operating Agent only with the express approval of and under terms and conditions stipulated by the Executive Committee.

(*o*) Inventions made or conceived in the course of or under the Project ("Arising Inventions") shall be identified promptly and reported by the Operating Agent along with a recommendation of the countries in which patent applications should be filed. The Executive Committee shall establish procedures for processing such recommendations to determine where and when patent applications will be filed at the expense of the Project.

(*p*) Information regarding inventions on which patent protection is to be obtained shall not be published or publicly disclosed by the Operating Agent or the Contracting Parties until a patent application has been filed in any of the countries of the Contracting Parties, provided, however, that this restriction on publication or disclosure shall not extend beyond six months from the date of reporting of the invention. It shall be the responsibility of the Operating Agent to appropriately mark Project reports which disclose inventions that have not been appropriately protected by the filing of a patent application.

(*q*) Patents in respect of Arising Inventions obtained in the country of a Contracting Party shall be jointly owned by such Contracting Party for that country and the Operating Agent which shall hold its interest for the benefit of the Contracting Parties. Patents obtained in other countries shall be owned by the Operating Agent for the benefit of the Contracting Parties.

(*r*) Each Contracting Party shall have sole right to license its government and nationals of its country designated by it to use patents and patent applications arising from the Project in its country and the Contracting Party shall notify the other Contracting Parties of the terms of such licences. Royalties obtained by such licensing shall be the property of the Contracting Party. Other licences under such patents and patent applications shall be granted by the Operating Agent:

(1) To each Contracting Party, its government and nationals of its country designated by the Contracting Party for use in all countries on favourable terms and conditions as stipulated by the Executive Committee, taking into account the equities of the Contracting Parties based upon the sharing of obligations, contributions, rights and benefits of all Contracting Parties; and

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(2) To the government of any Agency Participating Country and nationals designated by it for use in such country on reasonable terms and conditions as stipulated by the Executive Committee in order to meet its energy needs.

Royalties obtained from such other licensing shall be held by the Operating Agent for the benefit of the Contracting Parties.

(*s*) The Operating Agent shall take appropriate measures necessary to protect copyrightable material generated under the Project. Copyrights obtained shall be the property of the Operating Agent for the benefit of the Contracting Parties, provided, however, that the Contracting Parties may reproduce and distribute such material, but shall not publish it with a view to profit.

(*t*) Each Contracting Party and the Operating Agent shall, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the cooperation from its authors and inventors required to carry out the provisions of this Article. Each Contracting Party shall assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

(*u*) The Executive Committee may establish guidelines to determine what constitutes a "national" of a Contracting Party.

Article 8

LEGAL RESPONSIBILITY AND INSURANCE

(*a*) The Operating Agent shall use all reasonable skill and care in carrying out its duties under this Agreement and shall be responsible for ensuring that the Project is conducted in accordance with all applicable laws and regulations. Except as otherwise provided in this Article, the cost of all damage to property and all legal liabilities, claims, actions, costs and expenses connected therewith, shall be borne by the Contracting Parties in the proportions set out in Annex I to this Agreement.

(*b*) The Operating Agent shall propose to the Executive Committee all necessary liability, fire and other insurance. The Operating Agent shall carry such insurance as the Executive Committee may direct. The cost of obtaining and maintaining insurance shall be charged to the Budget of the Project.

(*c*) The Operating Agent shall be liable, in its capacity as Operating Agent, to indemnify the Contracting Parties against the cost of any damage to property and against all legal liabilities, actions, claims, costs and expenses connected therewith to the extent that they:

(1) Result from the failure of the Operating Agent to maintain any such insurance as it is required to maintain under paragraph (*b*) of this Article; or

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(2) Result from the gross negligence or wilful misconduct of any of the Operating Agent's employees or officers carrying out its duties under this Agreement.

(*d*) A Contracting Party's obligations (including those of a Contracting Party acting as Operating Agent) shall be suspended for any period during which such Contracting Party is prevented or substantially hindered from complying therewith, in whole or in part, by any cause beyond its control including, but not limited to, acts of God, unavoidable accidents, laws, rules, regulations or orders of any nation, state or government or of any competent authority, acts of war, conditions arising out of or attributable to war, strikes, lockouts, other disputes with work-people, shortages of materials, equipment or labour, or shortages of or delays in transportation. Such Contracting Party shall use its reasonable endeavours to minimize the effects of such prevention or hindrance and shall give notice forthwith to the other Contracting Parties after the start and finish thereof.

(*e*) The Operating Agent shall have the right (and shall not be required to seek the approval of the Executive Committee) to insure in whatever sum it thinks fit against any liability arising under this Article. The cost of obtaining and maintaining any such insurance shall be charged to the Budget of the Project.

Article 9

LEGISLATIVE PROVISIONS

(*a*) Each Contracting Party shall, within the framework of applicable legislation, use its best endeavours to facilitate the accomplishment of formalities involved in the movement of persons, the importation of materials and equipment and the transfer of currency which shall be required to carry out the Project.

(*b*) The participation of each Contracting Party in the Project shall be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to the constitution, laws and regulations applicable to the Contracting Party, including, but not limited to, laws establishing prohibitions upon the payment of commissions, percentages, brokerage or contingent fees to persons retained to solicit governmental contracts, and upon any share of such contracts accruing to governmental officials.

(*c*) The Contracting Parties shall in their operations take account, as appropriate, of the Guiding Principles for Co-operation in the Field of Energy Research and Development, and any modification thereof, as well as other decisions of the Governing Board of the Agency in that field. The termination of those Guiding Principles shall not affect this Agreement, which shall remain in force in accordance with the terms hereof.

(*d*) Any dispute among the Contracting Parties concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement shall be referred to a tribunal of three arbitrators to be chosen by the Contracting Parties concerned who shall also choose the Chairman of the tribunal. Should the Contracting

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Parties concerned fail to agree upon the composition of the tribunal or the selection of the Chairman, the President of the International Court of Justice shall, at the request of any of the Contracting Parties concerned, exercise those responsibilities. The tribunal shall decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and its decision on a question of fact shall be final and binding on the Contracting Parties.

Article 10

ADDITION AND WITHDRAWAL OF CONTRACTING PARTIES

(*a*) Upon the invitation of the Executive Committee, acting by unanimity, participation in the Project as a Contracting Party shall be open to the government of any Agency Participating Country (or a national agency, public organization, private corporation, company or other entity designated by such government) which signs this Agreement and assumes the rights and obligations of a Contracting Party. Such participation shall be effective upon the adoption by the Executive Committee, acting by unanimity, of consequential amendments to this Agreement.

(*b*) The government of any other Member of the Organisation for Economic Co-operation and Development may, on the proposal of the Executive Committee, acting by unanimity, be invited by the Governing Board of the Agency to participate in the Project as a Contracting Party (or to designate a national agency, public organization, private corporation, company or other entity to do so), to sign this Agreement, and to assume the rights and obligations of a Contracting Party. Such participation shall be effective upon the adoption by the Executive Committee, acting by unanimity, of consequential amendments to this Agreement.

(*c*) The European Communities may participate in the Project in accordance with arrangements to be made with the Executive Committee, acting by unanimity.

(*d*) It shall be a condition of participation of any new Contracting Party under paragraphs (*a*) or (*b*) of this Article, or participation under paragraph (*c*) of this Article that the Contracting Party or participant shall contribute, in accordance with rules laid down by the Executive Committee, an appropriate proportion of the expenditure of the Project prior to the date of such participation.

(*e*) With the agreement of the Executive Committee, acting by unanimity, and upon the request of a government, a Contracting Party proposed by that government may be replaced by another party. The replacement party shall sign this Agreement and assume the rights and obligations of a Contracting Party.

(*f*) Any Contracting Party may withdraw from this Agreement at any time with the agreement of the Executive Committee, acting by unanimity, or by giving twelve months written notice to that effect to the Operating Agent, such notice to be given not less than two years after the date hereof. The withdrawal of a Contracting Party under this paragraph shall not affect the rights and obligations of the continuing Contracting Parties, except that the proportionate shares

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of the Budget shall be adjusted to take account of such withdrawal, nor shall such withdrawal affect the liabilities of the withdrawing Party outstanding at the date of such withdrawal.

(*g*) A Contracting Party serving as Operating Agent which withdraws from this Agreement under paragraph (*f*) of this Article shall cease to be the Operating Agent and shall account to the Executive Committee, unless the Executive Committee, acting by unanimity, agrees to retain the former Contracting Party or Operating Agent.

(*h*) A Contracting Party other than a government shall forthwith notify the Executive Committee of any significant change in its status or ownership or of its becoming bankrupt, insolvent or entering into liquidation. The other Contracting Parties, acting by unanimity, shall determine whether any change in status or ownership, the bankruptcy of, the insolvency of or the liquidation of a Contracting Party significantly affects the interests of the other Contracting Parties. If such Contracting Parties so determine, then, unless they, acting by unanimity, otherwise agree:

(1) That Contracting Party shall be deemed to have withdrawn from the Agreement under paragraph (*f*) of this Article on a date to be fixed by such Contracting Parties; and

(2) Such Contracting Parties shall invite the government which designated that Contracting Party to designate (within a period of three months of the withdrawal of that Contracting Party) a different entity to become a Contracting Party and, if approved by the Executive Committee, acting by unanimity, such entity shall become a Contracting Party with effect from the date on which it signs this Agreement and assumes the rights and obligations of a Contracting Party.

(*i*) Any Contracting Party which fails to fulfil its obligations under this Agreement within sixty days after its receipt of notice invoking this paragraph and specifying the nature of those obligations, may be deemed by the Executive Committee, acting upon the unanimous decision of the other Contracting Parties, to have withdrawn from this Agreement.

(*j*) The withdrawal or deemed withdrawal of a Contracting Party from this Agreement shall not affect the liabilities or obligations of that party under this Agreement at the date of such withdrawal, which obligations shall include the obligation to pay any contribution the amount and the time of payment whereof has, prior to such withdrawal, been fixed by the Executive Committee.

Article 11

FINAL PROVISIONS

(*a*) This Agreement shall remain in force for an initial period of eighteen months from 1st October, 1976 and shall continue in force thereafter unless and until the Executive Committee, acting by unanimity, decides on its termination.

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(*b*) Nothing in this Agreement shall be regarded as constituting a partnership between the Contracting Parties or any of them.

(*c*) Upon termination of this Agreement, the Executive Committee, acting by unanimity, shall decide upon the liquidation of the assets of the Project in whole or part and any distribution which might be made to the present and former Contracting Parties. The Executive Committee shall, so far as practicable, distribute the assets of the Project or the proceeds therefrom, in proportion to the contributions which the Contracting Parties have made from the beginning of the carrying out of the Project, and for that purpose shall take into account the contributions and any outstanding obligations of former Contracting Parties. Disputes with a former Contracting Party about the proportion allocated to it under this paragraph shall be settled under paragraph (*d*) of Article 9 of this Agreement and for that purpose a former Contracting Party shall be regarded as a Contracting Party.

(*d*) This Agreement may be amended at any time upon the unanimous agreement of the Executive Committee. Such amendments shall come into force in a manner determined by the unanimous agreement of the Executive Committee.

(*e*) The original of this Agreement shall be deposited with the Executive Director of the Agency and a certified copy thereof shall be furnished to each Contracting Party. A copy of this Agreement shall be furnished to each Agency Participating Country, to each Member country of the Organisation for Economic Co-operation and Development and to the European Communities.

Done in Paris, this 17th day of October, 1977.

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For the NAAMLOZE VENNOOTSCHAP DSM
(designated by the Government of the Netherlands): L.J. REVALLIER

For the BRITISH GAS CORPORATION
(designated by the Government of the
United Kingdom of Great Britain and
Northern Ireland): BRIAN MCDERMOTT

For the UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY
for and on behalf of the Government of
the United States of America: HERBERT SALZMAN

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Annex I

PROPORTION OF COSTS, EXPENSES AND OTHER MONEYS TO BE BORNE BY CONTRACTING PARTIES

Contracting Party	*Proportion*
British Gas Corporation	40 %
United States Environmental Protection Agency	40 %
Naamloze Venootschap DSM	20 %

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The Legal Advisor of the International Energy Agency hereby certifies that the present copy conforms to the original text deposited with the Executive Director of the International Energy Agency.

Paris, 20th June, 1980

THE LEGAL ADVISOR:

RICHARD F. SCOTT

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MULTILATERAL

Energy: Wave Power

Implementing agreement done at Tokyo April 13, 1978;
Entered into force April 13, 1978.

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR A PROGRAMME OF RESEARCH AND DEVELOPMENT ON WAVE POWER

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT FOR A PROGRAMME OF RESEARCH AND DEVELOPMENT ON WAVE POWER

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments or international organizations or parties designated by their respective governments pursuant to Article III of the Guiding Principles for Co-operation in the Field of Energy Research and Development adopted by the Governing Board of the International Energy Agency (the "Agency") on 28th July, 1975,[1] wish to take part in the establishment and operation of a Programme of Research and Development on Wave Power (the "Programme") as provided in this Agreement;

CONSIDERING that the Contracting Parties which are governments and the governments of the other Contracting Parties (referred to collectively as the "Governments") participate in the Agency and have agreed in Article 41 of the Agreement on an International Energy Program[2] (the "I.E.P. Agreement") to undertake national programmes in the areas set out in Article 42 of the I.E.P. Agreement, including energy research and development, and have referred in Chapter IV of the Long-Term Co-operation Programme, adopted by the Governing Board of the Agency on 30th January, 1976,[3] to the establishment of a co-operative programme on wave power;

CONSIDERING that in the Governing Board of the Agency on th April, 1978, the Governments approved the Programme as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognized the establishment of the Programme as an important component of international co-operation in the field of wave power research and development;

HAVE AGREED as follows:

Article 1

OBJECTIVES

(a) Scope of Activity. The Programme to be carried out by the Contracting Parties within the framework of this Agreement shall consist of co-operative research, development, demonstrations and exchanges of information regarding wave power.

[1] TIAS 8229; 27 UST 249.
[2] Done Nov. 18, 1974. TIAS 8278; 27 UST 1708.
[3] TIAS 8229; 27 UST 243.

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(b) *Method of Implementation.* The Contracting Parties shall implement the Programme by undertaking one or more tasks (the "Task" or "Tasks") each of which will be open to participation by two or more Contracting Parties as provided in Article 2 hereof. The Contracting Parties which participate in a particular Task are, for the purposes of that Task, referred to in this Agreement as "Participants".

(c) *Task Co-ordination and Co-operation.* The Contracting Parties shall co-operate in co-ordinating the work of the various Tasks and shall endeavour, on the basis of an appropriate sharing of burdens and benefits, to encourage co-operation among Participants engaged in the various Tasks with the objective of advancing the research and development activities of all Contracting Parties in the field of wave power.

Article 2

IDENTIFICATION AND INITIATION OF TASKS

(a) *Identification.* The Tasks undertaken by Participants are identified in the Annexes to this Agreement. At the time of signing this Agreement, each Contracting Party shall confirm its intention to participate in one or more Tasks by giving the Executive Director of the Agency a Notice of Participation in the relevant Annex or Annexes and the Operating Agent for each Task shall give the Executive Director of the Agency a Notice of Acceptance of the Task Annex. Thereafter, each Task shall be carried out in accordance with the procedures set forth in Articles 2 to 11 hereof, unless otherwise specifically provided in the applicable Annex.

(b) *Initiation of Additional Tasks.* Additional Tasks may be initiated by any Contracting Party according to the following procedure:

(1) A Contracting Party wishing to initiate a new Task shall present to one or more Contracting Parties for approval a draft Annex, similar in form to the Annexes attached hereto, containing a description of the scope of work and conditions of the Task proposed to be performed;

(2) Whenever two or more Contracting Parties agree to undertake a new Task, they shall submit the draft Annex for approval by the Executive Committee pursuant to Article 3 *(e)* (2) hereof; the approved draft Annex shall become part of this Agreement; Notice of Participation in the Task by Contracting Parties and acceptance by the Operating Agent shall be communicated to the Executive Director in the manner provided in paragraph *(a)* above;

(3) In carrying out the various Tasks, Participants shall co-ordinate their activities in order to avoid duplication of activities.

(c) *Application of Task Annexes.* Each Annex shall be binding only upon the Participants therein and upon the Operating Agent for that Task, and shall not affect the rights or obligations of other Contracting Parties.

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THE EXECUTIVE COMMITTEE

(a) *Supervisory Control.* Control of the Programme shall be vested in the Executive Committee constituted under this Article.

(b) *Membership.* The Executive Committee shall consist of one member designated by each Contracting Party; each Contracting Party shall also designate an alternate member to serve on the Executive Committee in the event that its designated member is unable to do so.

(c) *Responsibilities.* The Executive Committee shall:

(1) Adopt for each year, acting by unanimity, the Programme of Work, and Budget if foreseen, for each Task, together with an indicative Programme of Work and Budget for the following two years; the Executive Committee may, as required, make adjustments within the framework of the Programme of Work and Budget;

(2) Make such rules and regulations as may be required for the sound management of the Tasks, including financial rules as provided in Article 6 hereof;

(3) Carry out the other functions conferred upon it by this Agreement and the Annexes hereto; and

(4) Consider any matters submitted to it by any of the Operating Agents or by any Contracting Party.

(d) *Procedure.* The Executive Committee shall carry out its responsibilities in accordance with the following procedures:

(1) The Executive Committee shall each year elect a Chairman and one or more Vice-Chairmen;

(2) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning. A representative of the Agency and a representative of each Operating Agent (in its capacity as such) may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;

(3) The Executive Committee shall meet in regular session twice each year; a special meeting shall be convened upon the request of any Contracting Party which can demonstrate the need therefor;

(4) Meetings of the Executive Committee shall be held at such time and in such office or offices as may be designated by the Committee;

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(5) At least twenty-eight days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be given to each Contracting Party and to other persons or entities entitled to attend the meeting; notice need not be given to any person or entity otherwise entitled thereto if notice is waived before or after the meeting;

(6) The quorum for the transaction of business in meetings of the Executive Committee shall be one-half of the members plus one (less any resulting fraction) provided that any action relating to a particular Task shall require a quorum as aforesaid of members or alternate members designated by the Participants in that Task.

(e) *Voting.*

(1) When the Executive Committee adopts a decision or recommendation for or concerning a particular Task, the Executive Committee shall act:

(i) When unanimity is required under this Agreement: by agreement of of those members or alternate members which were designated by the Participants in that Task and which are present and voting;

(ii) When no express voting provision is made in this Agreement: by majority vote of those members or alternate members which were designated by the Participants in that Task and which are present and voting.

(2) In all other cases in which this Agreement expressly requires the Executive Committee to act by unanimity, this shall require the agreement of each member or alternate member present and voting, and in respect of all other decisions and recommendations for which no express voting provision is made in this Agreement, the Executive Committee shall act by a majority vote of the members or alternate members present and voting. If a government has designated more than one Contracting Party to this Agreement, those Contracting Parties may cast only one vote under this paragraph.

(3) The decisions and recommendations referred to in sub-paragraphs (1) and (2) above may, with the agreement of each member or alternate member entitled to act thereon, be made by mail, telex or cable without the necessity for calling a meeting. Such action shall be taken by unanimity or majority of such members as in a meeting. The Chairman of the Executive Committee shall ensure that all members are informed of each decision or recommendation made pursuant to this sub-paragraph.

(f) *Reports.* The Executive Committee shall, at least annually, provide the Agency with periodic reports on the progress of the Programme.

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Article 4

THE OPERATING AGENTS

(a) Designation. Participants shall designate in the relevant Annex an Operating Agent for each Task. References in this Agreement to the Operating Agent shall apply to each Operating Agent in respect of the Task for which it is responsible.

(b) Scope of Authority to Act on Behalf of Participants. Subject to the provisions of the applicable Annex:

(1) All legal acts required to carry out each Task shall be performed on behalf of the Participants by the Operating Agent for the Task;

(2) The Operating Agent shall hold, for the benefit of the Participants, the legal title to all property rights which may accrue to or be acquired for the Task.

The Operating Agent shall operate the Task under its supervision and responsibility, subject to this Agreement, in accordance with the law of the country of the Operating Agent.

(c) Reimbursements of Costs. The Executive Committee may provide that expenses and costs incurred by an Operating Agent in acting as such pursuant to this Agreement shall be reimbursed to the Operating Agent from funds made available by the Participants pursuant to Article 6 hereof.

(d) Replacement. Should the Executive Committee wish to replace an Operating Agent with another government or entity, the Executive Committee may, acting by unanimity and with the consent of such government or entity, replace the initial Operating Agent. References in this Agreement to the "Operating Agent" shall include any government or entity appointed to replace the original Operating Agent under this paragraph.

(e) Resignation. An Operating Agent shall have the right to resign at any time, by giving six months written notice to that effect to the Executive Committee, provided that:

(1) A Participant, or entity designated by a Participant, is at such time willing to assume the duties and obligations of the Operating Agent and so notifies the Executive Committee and the other Participants to that effect, in writing, not less than three months in advance of the effective date of such resignation; and

(2) Such Participant or entity is approved by the Executive Committee, acting by unanimity.

(f) Accounting. An Operating Agent which is replaced or which resigns as Operating Agent shall provide the Executive Committee with an accounting of any monies and other assets which it may have collected or acquired for the Task in the course of carrying out its responsibilities as Operating Agent.

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(g) *Transfer of Rights.* In the event that another Operating Agent is appointed under paragraph *(d)* or *(e)* above, the Operating Agent shall transfer to such replacement Operating Agent any property rights which it may hold on behalf of the Task.

(h) *Information and Reports.* Each Operating Agent shall furnish to the Executive Committee such information concerning the Task as the Committee may request and shall each year submit, not later than two months after the end of the financial year, a report on the status of the Task.

Article 5

ADMINISTRATION AND STAFF

(a) *Administration of Tasks.* Each Operating Agent shall be responsible to the Executive Committee for implementing its designated Task in accordance with this Agreement, the applicable Task Annex, and the decisions of the Executive Committee.

(b) *Staff.* It shall be the responsibility of the Operating Agent to retain such staff as may be required to carry out its designated Task in accordance with rules determined by the Executive Committee. The Operating Agent may also, as required, utilize the services of personnel employed by other Participants (or organizations or other entities designated by Contracting Parties) and made available to the Operating Agent by secondment or otherwise. Such personnel shall be remunerated by their respective employers and shall, except as provided in this Article, be subject to their employers' conditions of service. The Contracting Parties shall be entitled to claim the appropriate cost of such remuneration or to receive an appropriate credit for such cost as part of the Budget of the Task, in accordance with Article 6 *(f)* (6) hereof.

Article 6

FINANCE

(a) *Individual Obligations.* Each Contracting Party shall bear the costs it incurs in carrying out this Agreement, including the costs of formulating or transmitting reports and of reimbursing its employees for travel and other per diem expenses incurred in connection with work carried out on the respective Tasks, unless provision is made for such costs to be reimbursed from common funds as provided in paragraph *(g)* below.

(b) *Common Financial Obligations.* Participants wishing to share the costs of a particular Task shall agree in the appropriate Task Annex to do so. The apportionment of contributions to such costs (whether in the form of cash, services rendered, intellectual property or the supply of materials) and the use of such contributions shall be governed by the regulations and decisions made pursuant to this Article by the Executive Committee.

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(c) Financial Rules, Expenditure. The Executive Committee, acting by unanimity, may make such regulations as are required for the sound financial management of each Task including, where necessary:

(1) Establishment of budgetary and procurement procedures to be used by the Operating Agent in making payments from any common funds which may be maintained by Participants for the account of the Task or in making contracts on behalf of the Participants;

(2) Establishment of minimum levels of expenditure for which Executive Committee approval shall be required, including expenditure involving payment of monies to the Operating Agent for other than routine salary and administrative expenses previously approved by the Executive Committee in the budget process.

In the expenditure of common funds, the Operating Agent shall take into account the necessity of ensuring a fair distribution of such expenditure in the Participants' countries, where this is fully compatible with the most efficient technical and financial management of the Task.

(d) Crediting of Income to Budget. Any income which accrues from a Task shall be credited to the Budget of that Task.

(e) Accounting. The system of accounts employed by the Operating Agent shall be in accordance with accounting principles generally accepted in the country of the Operating Agent and consistently applied.

(f) Programme of Work and Budget, Keeping of Accounts. Should Participants agree to maintain common funds for the payment of obligations under a Programme of Work and Budget of the Task, the following provisions shall be applicable unless the Executive Committee, acting by unanimity, decides otherwise:

(1) The financial year of the Task shall correspond to the financial year of the Operating Agent;

(2) The Operating Agent shall each year prepare and submit to the Executive Committee for approval a draft Programme of Work and Budget, together with an indicative programme of work and budget for the following two years, not later than three months before the beginning of each financial year;

(3) The Operating Agent shall maintain complete, separate financial records which shall clearly account for all funds and property coming into the custody or possession of the Operating Agent in connection with the Task;

(4) Not later than three months after the close of each financial year the Operating Agent shall submit to auditors selected by the Executive Committee for audit the annual accounts maintained for the Task; upon completion of the annual audit, the Operating Agent shall present the

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accounts together with the auditors' report to the Executive Committee for approval;

(5) All books of account and records maintained by the Operating Agent shall be preserved for at least three years from the date of termination of the Task;

(6) Where provided in the relevant Annex, a Participant supplying services, materials or intellectual property to the Task shall be entitled to a credit, determined by the Executive Committee, acting by unanimity, against its contribution (or to compensation, if the value of such services, materials or intellectual property exceeds the amount of the Participant's contribution); such credits for services of staff shall be calculated on an agreed scale approved by the Executive Committee and include all payroll-related costs.

(g) Contribution to Common Funds. Should Participants agree to establish common funds under the annual Programme of Work and Budget for a Task, any financial contributions due from Participants in a Task shall be paid to the Operating Agent in the currency of the country of the Operating Agent at such times and upon such other conditions as the Executive Committee, acting by unanimity, shall determine, provided however that:

(1) Contributions received by the Operating Agent shall be used solely in accordance with the Programme of Work and Budget for the Task;

(2) The Operating Agent shall be under no obligation to carry out any work on the Task until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received.

(h) Ancillary Services. Ancillary services may, as agreed between the Executive Committee and the Operating Agent, be provided by that Operating Agent for the operation of a Task and the costs of such services, including overheads connected therewith, may be met from budgeted funds of that Task.

(i) Taxes. The Operating Agent shall pay all taxes and similar impositions (other than taxes on income) imposed by national or local governments and incurred by it in connection with a Task, as expenditure incurred in the operation of that Task under the Budget; the Operating Agent shall, however, endeavour to obtain all possible exemptions from such taxes.

(j) Audit. Each Participant shall have the right, at its sole cost, to audit the accounts of any work in a Task for which common funds are maintained, on the following terms:

(1) The Operating Agent shall provide the other Participants with an opportunity to participate in such audits on a cost-shared basis;

(2) Accounts and records relating to activities of the Operating Agent other than those conducted for the Task shall be excluded from such audit, but if the Participant concerned requires verification of charges to the Budget

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representing services rendered to the Task by the Operating Agent, it may at its own cost request and obtain an audit certificate in this respect from the auditors of the Operating Agent;

(3) Not more than one such audit shall be required in any financial year;

(4) Any such audit shall be carried out by not more than three representatives of the Participants.

Article 7

INFORMATION AND INTELLECTUAL PROPERTY

It is expected that for each Task agreed to pursuant to this Agreement, the applicable Annex will contain information and intellectual property provisions. The General Guidelines Concerning Information and Intellectual Property, approved by the Governing Board of the Agency on 21st November, 1975,[1] shall be taken into account in developing such provisions.

Article 8

LEGAL RESPONSIBILITY AND INSURANCE

(a) Liability of Operating Agent. The Operating Agent shall use all reasonable skill and care in carrying out its duties under this Agreement in accordance with all applicable laws and regulations. Except as otherwise provided in this Article, the cost of all damage to property, and all expenses associated with claims, actions and other costs arising from work undertaken with common funds for a Task shall be charged to the Budget of that Task; such costs and expenses arising from other work undertaken for a Task shall be charged to the Budget of that Task if the Task Annex so provides or the Executive Committee, acting by unanimity, so decides.

(b) Insurance. The Operating Agent shall propose to the Executive Committee all necessary liability, fire and other insurance, and shall carry such insurance as the Executive Committee may direct. The cost of obtaining and maintaining insurance shall be charged to the Budget of the Task.

(c) Indemnification of Contracting Parties. The Operating Agent shall be liable, in its capacity as such, to indemnify Participants against the cost of any damage to property and all legal liabilities, actions, claims, costs and expenses connected therewith to the extent that they:

[1] TIAS 8229; 27 UST 252.

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(1) Result from the failure of the Operating Agent to maintain such insurance as it may be required to maintain under paragraph *(b)* above; or

(2) Result from the gross negligence or wilful misconduct of any officers or employees of the Operating Agent in carrying out their duties under this Agreement.

Article 9

LEGISLATIVE PROVISIONS

(a) *Accomplishment of Formalities.* Each Participant shall request the appropriate authorities of its country (or its Member States in the case of an international organization) to use their best endeavours, within the framework of applicable legislation, to facilitate the accomplishment of formalities involved in the movement of persons, the importation of materials and equipment and the transfer of currency which shall be required to conduct the Task in which it is engaged.

(b) *Applicable Laws.* In carrying out this Agreement and its Annexes, the Contracting Parties shall be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to the constitution, laws and regulations applicable to the respective Contracting Parties, including, but not limited to, laws establishing prohibitions upon the payment of commissions, percentages, brokerage or contingent fees to persons retained to solicit governmental contracts and upon any share of such contracts accruing to governmental officials.

(c) *Decisions of Agency Governing Board.* Participants in the various Tasks shall take account, as appropriate, of the Guiding Principles for Co-operation in the Field of Energy Research and Development, and any modification thereof, as well as other decisions of the Governing Board of the Agency in that field. The termination of the Guiding Principles shall not affect this Agreement, which shall remain in force in accordance with the terms hereof.

(d) *Settlement of Disputes.* Any dispute among the Contracting Parties concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement shall be referred to a tribunal of three arbitrators to be chosen by the Contracting Parties concerned who shall also choose the Chairman of the tribunal. Should the Contracting Parties concerned fail to agree upon the composition of the tribunal or the selection of its Chairman, the President of the International Court of Justice shall, at the request of any of the Contracting Parties concerned, exercise those responsibilities. The tribunal shall decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and its decision on a question of fact shall be final and binding on the Contracting Parties. Operating Agents which are not Contracting Parties shall be regarded as Contracting Parties for the purpose of this paragraph.

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Article 10

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) *Admission of New Contracting Parties: Agency Countries.* Upon the invitation of the Executive Committee, acting by unanimity, admission to this Agreement shall be open to the government of any Agency Participating Country (or a national agency, public organization, private corporation, company or other entity designated by such government), which signs or accedes to this Agreement, accepts the rights and obligations of a Contracting Party, and is accepted for participation in at least one Task by the Participants in that Task, acting by unanimity. Such admission of a Contracting Party shall become effective upon the signature of this Agreement by the new Contracting Party or its accession thereto and its giving Notice of Participation in one or more Annexes and the adoption of any consequential amendments thereto.

(b) *Admission of New Contracting Parties: Other OECD Countries.* The government of any Member of the Organisation for Economic Co-operation and Development which does not participate in the Agency may, on the proposal of the Executive Committee, acting by unanimity, be invited by the Governing Board of the Agency to become a Contracting Party to this Agreement (or to designate a national agency, public organization, private corporation, company or other entity to do so), under the conditions stated in paragraph *(a)* above.

(c) *Participation by the European Communities.* The European Communities may participate in this Agreement in accordance with arrangements to be made by the Executive Committee, acting by unanimity.

(d) *Admission of New Participants in Tasks.* Any Contracting Party may, with the agreement of the Participants in a Task, acting by unanimity, become a Participant in that Task. Such participation shall become effective upon the Contracting Party's giving the Executive Director of the Agency a Notice of Participation in the appropriate Task Annex and the adoption of consequential amendments thereto.

(e) *Contributions.* The Executive Committee may require, as a condition to admission to participation, that the new Contracting Party or new Participant shall contribute (in the form of cash, services or materials) an appropriate proportion of the prior budget expenditure of any Task in which it participates.

(f) *Replacement of Contracting Parties.* With the agreement of the Executive Committee, acting by unanimity, and upon the request of a government, a Contracting Party designated by that government may be replaced by another party. In the event of such replacement, the replacement party shall assume the rights and obligations of a Contracting Party as provided in paragraph *(a)* above and in accordance with the procedure provided therein.

(g) *Withdrawal.* Any Contracting Party may withdraw from this Agreement or from any Task either with the agreement of the Executive Committee, acting by unanimity, or by giving twelve months written Notice of Withdrawal to the Executive Director of the

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Agency, such Notice to be given not less than one year after the date hereof. The withdrawal of a Contracting Party under this paragraph shall not affect the rights and obligations of the other Contracting Parties; except that, where the other Contracting Parties have contributed to common funds for a Task, their proportionate shares in the Task Budget shall be adjusted to take account of such withdrawal.

(h) *Changes of Status of Contracting Party.* A Contracting Party other than a government or an international organization shall forthwith notify the Executive Committee of any significant change in its status or ownership, or of its becoming bankrupt or entering into liquidation. The Executive Committee shall determine whether any such change in status of a Contracting Party significantly affects the interests of the other Contracting Parties; if the Executive Committee so determines, then, unless the Executive Committee, acting upon the unanimous decision of the other Contracting Parties, otherwise agrees:

(1) That Contracting Party shall be deemed to have withdrawn from the Agreement under paragraph *(g)* above on a date to be fixed by the Executive Committee; and

(2) The Executive Committee shall invite the government which designated that Contracting Party to designate, within a period of three months of the withdrawal of that Contracting Party, a different entity to become a Contracting Party; if approved by the Executive Committee, acting by unanimity, such entity shall become a Contracting Party with effect from the date on which it signs or accedes to this Agreement and gives the Executive Director of the Agency a Notice of Participation in one or more Annexes.

(i) *Failure to Fulfil Contractual Obligations.* Any Contracting Party which fails to fulfil its obligations under this Agreement within sixty days after its receipt of notice specifying the nature of such failure and invoking this paragraph, may be deemed by the Executive Committee, acting by unanimity, to have withdrawn from this Agreement.

Article 11

FINAL PROVISIONS

(a) *Term of Agreement.* This Agreement shall remain in force for an initial period of three years from the date hereof, and shall continue in force thereafter unless and until the Executive Committee, acting by unanimity, decides on its termination.

(b) *Legal Relationship of Contracting Parties and Participants.* Nothing in this Agreement shall be regarded as constituting a partnership between any of the Contracting Parties or Participants.

(c) *Termination.* Upon termination of this Agreement, or any Annex to this Agreement, the Executive Committee, acting by unanimity, shall arrange for the liquidation

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of the assets of the Task or Tasks. In the event of such liquidation, the Executive Committee shall, so far as practicable, distribute the assets of the Task, or the proceeds therefrom, in proportion to the contributions which the Participants have made from the beginning of the operation of the Task, and for that purpose shall take into account the contributions and any outstanding obligations of former Contracting Parties. Disputes with a former Contracting Party about the proportion allocated to it under this paragraph shall be settled under Article 9 *(d)* hereof, for which purpose a former Contracting Party shall be regarded as a Contracting Party.

(d) *Amendment.* This Agreement may be amended at any time by the Executive Committee, acting by unanimity, and any Annex to this Agreement may be amended at any time by the Executive Committee, acting by unanimity of the Participants in the Task to which the Annex refers. Such amendments shall come into force in a manner determined by the Executive Committee, acting under the voting rule applicable to the decision to adopt the amendment.

(e) *Deposit.* The original of this Agreement shall be deposited with the Executive Director of the Agency and a certified copy thereof shall be furnished to each Contracting Party. A copy of this Agreement shall be furnished to each Agency Participating Country, to each Member country of the Organisation for Economic Co-operation and Development and to the European Communities.

Done in Tokyo, this 13th day of April, 1978.

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For the NATIONAL RESEARCH COUNCIL OF CANADA (designated by the Government of Canada): BRUCE RANKIN

For the GOVERNMENT OF IRELAND: HUGH MCCANN

For the JAPAN MARINE SCIENCE AND TECHNOLOGY CENTRE (designated by the Government of Japan): S. KURACHI

For the SECRETARY OF STATE FOR ENERGY for and on behalf of the Government of Great Britain and Northern Ireland: MICHAEL WILFORD

For the DEPARTMENT OF ENERGY for and on behalf of the Government of the United States of America: MIKE MANSFIELD

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Annex I

WAVE POWER AIR TURBINE GENERATING SYSTEMS

1. *Objective*

The objective of this Task is to advance the state of the art in the area of wave power electricity generating units by soliciting preliminary design proposals for such units, by developing, constructing and testing such units, by evaluating the results of such tests, and by advancing appropriate proposals for additional co-operative projects.

2. *Means*

The Task will be undertaken in three Stages in order to accomplish the foregoing objective:

(a) Stage 1: Design, Construction and Installation of Wave Power Generating Units

(1) The British and United States Participants may prepare preliminary designs for wave power generating units using air turbines and which can be installed on the Operating Agent's wave breaking buoy (the "Kaimei"), and submit them to the Executive Committee with a description of their technical merits, time requirements and design and construction costs.

(2) The Executive Committee, acting by unanimity and taking into account a report from the Operating Agent, shall select one or two of the proposed generating units (the "Selected Units") for collaborative development, and shall also designate one or two Participants (the "Designated Participants") to be responsible at their own costs for the further design, construction and delivery of each Selected Unit to the Operating Agent by the end of May, 1979 at Aioi, Hyogo Prefecture, Japan.

(3) The Operating Agent shall complete the installation of the Selected Units on the Kaimei by the end of June, 1979.

(4) In the interest of assisting the design, construction and testing of wave power generating units, the Operating Agent shall provide to all Participants full and complete:

(i) data derived from and the results of the testing of the models which have led up to the design of the Kaimei;

(ii) design information concerning the Kaimei, including its air pump rooms and generating units developed independently by the Operating Agent (the "Operating Agent's Units");

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(iii) data concerning the performance of the Kaimei and its air pump rooms during the winter 1978-79 sea tests; and

(iv) data derived from one or more wave measuring instruments in the far-field.

(b) Stage 2: Open Sea Test

(1) For the purpose of testing the Selected Units, the Operating Agent shall make available, during the winter 1979-1980 sea tests, two of the air pump rooms used on the Kaimei during the winter 1978-1979 sea tests, and agrees to equip the Kaimei with telemeters and self-recorders required to measure and record test data.

(2) The Operating Agent shall moor the Kaimei in the open sea, loaded with the Selected Units and with the Operating Agent's Units, and shall conduct an open sea test from August, 1979 to March, 1980.

(3) The Operating Agent shall be responsible for developing the programme for the open sea test in consultation with the other Participants.

(4) The Operating Agent shall gather data during the open sea test including the following variables:

(i) sea state from one or more wave measuring instruments for the purpose of obtaining wave power-spectral density and peak frequency;

(ii) wind direction and wind velocity as observed ten metres above mean water level;

(iii) average alignment of Kaimei relative to magnetic north;

(iv) pitching and rolling angles as well as heave of Kaimei;

(v) air pressure inside the unit or units;

(vi) water elevation inside and outside at least two units, which shall include the Selected Units;

(vii) electrical output power;

(viii) turbine speed;

(ix) mooring forces.

In addition the following constants or characteristics will be obtained:

(x) tuning parameters as they may apply at any given time;

(xi) electro-generator efficiency curves for the purpose of calculating turbine efficiency.

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(5) The electrical load for the generating units developed under the Task shall be supplied by the Operating Agent, provided no modification is necessary to the existing equipment on the Kaimei.

(c) Stage 3: Analysis and Evaluation

(1) Under the guidance of the Executive Committee, the data gathered under sub-paragraph *(b)* (4) *(i)* above will be analysed and evaluated by the Canadian Participant and the data gathered under *(b)* (4) *(ii)* to *(ix)* inclusive will be analysed and evaluated collectively by all Participants.

(2) The Operating Agent shall prepare a final report integrating all the results of this Task and containing recommendations for the consideration of the Executive Committee for future collaborative activities, as may be appropriate, and shall distribute the report to all Participants.

3. *Time Schedule*

30th April, 1978 - 30th November, 1980.

Stage		1978	1979	1980
Stage 1	Preparation of Preliminary Designs by Participants	April-September		
	Selection by Executive Committee of Designs for Testing	October		
	Construction of Selected Units and Installation on Kaimei	November	June	
Stage 2	Mooring of Kaimei		July	
	Open Sea Test (Data Gathering)		August	March
Stage 3	Analysis and Evaluation of Data			September
	Preparation of Final Report			November

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4. *Results*

The results of this Task shall be:

(a) The design, selection and construction of Selected Units;

(b) An open sea test of Selected and Operating Agent's Units on the Kaimei and the production of test data; and

(c) Periodic and final reports evaluating the data and containing recommendations for future co-operative Tasks in this area, as appropriate.

5. *Budget*

(a) In recognition of the contributions made by Japan in constructing the Kaimei (Y 168 million) and to be made in conducting the open sea test in the winter of 1978-1979 (Y 114 million), the construction and installation costs for each Selected Unit will be borne by the Participant supplying that Unit.

(b) All Participants, including the Japanese Participant, will share the costs of Stages 2 and 3 (Y 140 million), in accordance with the following schedule:

Country	Contribution (millions Japanese Yen)
Canada	24.0
Ireland	15.0
Japan	33.7
United Kingdom	33.7
United States	33.7
	140.0

(c) The Canadian Participant will contribute two-thirds of its contribution in Canadian materials, equipment and services.

(d) All contributions will be paid to the Operating Agent in Japanese Yen in accordance with a time schedule approved by the Executive Committee.

(e) Each Participant will bear its own costs of representation at meetings required to carry out this Task. The cost of meeting facilities will be borne by the host country.

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6. *Information and Intellectual Property*

(a) *Executive Committee's Powers.* The publication, distribution, handling, protection and ownership of information and intellectual property, and rules and procedures related thereto, shall be determined by the Executive Committee in conformity with the Agreement.

(b) *Right to Publish.* Subject only to the restrictions applying to patents and copyrights, the Participants shall have the right to publish all information provided to or arising from this Task except proprietary information. For the purposes of this paragraph, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which are appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligations concerning its confidentiality; and

(3) Is not already in the possession of the Operating Agent or Participants without obligation concerning its confidentiality.

(c) *Marking of Proprietary Information.* It shall be the responsibility of each Participant to identify information it furnishes which qualifies as proprietary information under this paragraph and ensure that it is appropriately marked. The Participants shall take all necessary measures in accordance with this paragraph, the laws of their respective countries and international law to protect proprietary information.

(d) *Production of Relevant Information by Participants.* The Kaimei to be used in this Task is being supplied by the Operating Agent, and the Operating Agent and the other Participants will be supplying the generating Units to be tested in the Kaimei. Each Participant should endeavour to make available, or identify in the context of the Task, pre-existing information and information developed independently of the Task, known to it, which is relevant to the Task and which can be made available to the Task without contractual or legal limitation. Each Participant supplying a Selected Unit to be tested under this Task shall supply to the Operating Agent full and complete information regarding the design, physical properties, operating characteristics, materials and construction of the Unit supplied including proprietary information (hereinafter referred to as "design information"), but need not supply information regarding the methods or processes by which the Unit, its subcomponents or its materials were manufactured (hereinafter referred to as "manufacturing information").

(e) *Reports on Information Relevant to the Task.* Reports containing information arising in the course of or under the Agreement ("arising information")

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and pre-existing information necessary for and used in the Task, including Unit design information, both proprietary and freely available, shall be provided to the Operating Agent by each Participant and shall cover the work performed by the Participant on the Unit supplied. A report summarizing the work performed by each Participant and the Operating Agent, excluding proprietary information, shall be prepared by the Operating Agent and forwarded to the Executive Committee.

(f) *Licensing of Inventions and Information.* Each Participant agrees to license all pre-existing inventions and all pre-existing design information, including proprietary information owned or controlled by the Participant which are necessary for utilizing or testing, or which were incorporated in the Unit supplied by that Participant to the Operating Agent on a non-exclusive, royalty-free basis for use in the Task only. Each Participant also agrees to license all arising design information, including proprietary information, and all information identified in paragraph 2 *(d)* of this Annex, on a non-exclusive, royalty-free basis to the Operating Agent for use in the Task only.

(g) *Licensing Design and Manufacturing Information for Research, Development or Demonstration Programmes.* Each Participant agrees to license all pre-existing design information, including proprietary information, owned or controlled by the Participant, which is necessary for utilizing or manufacturing, or which was incorporated in the Selected Units, the Operating Agent's Units or the Kaimei (referred to collectively as the "Task Equipment") supplied by that Participant, and all arising design information, including proprietary information, regarding the Task Equipment supplied by the Participant, to the other Participants on a non-exclusive, royalty-free basis for use in the research, development and demonstration programmes only of the other Participants. Each Participant similarly agrees to license on the same basis and for the same purpose all pre-existing manufacturing information, including proprietary information, necessary for utilizing or manufacturing, or which was incorporated in the Task Equipment supplied by that Participant and arising manufacturing information, including proprietary information, but only if that Participant cannot supply the additional Task Equipment items, subcomponents or materials therefor at reasonable prices and within a reasonable time which are necessary for use in the research, development or demonstration programmes of the other Participants. Each Participant also agrees to license any pre-existing and arising invention owned or controlled by that Participant which is necessary for the utilization or manufacture, or which was incorporated in the Task Equipment supplied by that Participant, to the other Participants on a non-exclusive, royalty-free basis for use in the research, development and demonstration programmes of the other Participants.

(h) *Licensing for Commercial Use.* Each Participant agrees to license all pre-existing inventions and all pre-existing design and manufacturing information, including proprietary information, owned or controlled by the Participant which are necessary for utilizing or manufacturing, or

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which were incorporated in the Task Equipment supplied by that Participant, to the other Participants, their governments and the nationals of their respective countries designated by them for commercial purposes on favourable terms and conditions taking into account the equities of the Participants based upon the sharing of obligations, contributions, rights and benefits of all Participants.

(i) *Licensing of Inventions and Information Arising from the Task.* Inventions made or conceived in the course of or under the Agreement ("arising inventions") and arising design and manufacturing information, including proprietary information, shall be owned in all countries by the inventing Participant. Each Participant shall license such arising inventions and information to the other Participants, their governments and the nationals of their respective countries designated by them for commercial purposes in all countries on favourable terms and conditions taking into account the equities of the Participants based upon the sharing of obligations, contributions, rights and benefits of all Participants under the Agreement.

(j) *Licensing to Agency Participating Countries.* Each Participant agrees to license all arising information and inventions to all Agency Participating Countries on reasonable terms and conditions for use in their own country in order to meet their own energy needs.

(k) *Production of Information or Inventions Subject to Limitations.* In situations where a Participant only partially owns or controls pre-existing information or inventions which are required to be licensed in the preceding sections of this paragraph, the Participant should endeavour to report that fact to the Participants and will use its best efforts to ensure that the licensing as stipulated above is carried out and that the Participant will obtain no more benefit from such licensing than is provided for in this paragraph.

(l) *Copyrights.* Each Participant may take appropriate measures necessary to protect copyrightable material generated by it under the Agreement. Copyrights obtained shall be the property of the Participant, provided however, that the other Participants may reproduce and distribute such material, but shall not publish it with a view to profit.

(m) *Co-operation from Authors and Inventors.* Each Participant will, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the co-operation from its authors and inventors required to carry out the provisions of this paragraph. Each Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

(n) *"National" of a Participant.* The Executive Committee may establish guidelines to determine what constitutes a "national" of a Participant.

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7. *Disposal of Equipment*

At the termination of the Task the Executive Committee, acting by unanimity, shall decide on the final disposal of any jointly funded equipment.

8. *Operating Agent*

Japan Marine Science and Technology Centre.

9. *Participants in this Task*

The Contracting Parties which are Participants in this Task are the following:

The National Research Council of Canada,

The Government of Ireland,

The Japan Marine Science and Technology Centre,

The Secretary of State for Energy (Great Britain and Northern Ireland),

The Department of Energy (United States of America).

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The Legal Advisor of the International Energy Agency hereby certifies that the present copy conforms to the original text deposited with the Executive Director of the International Energy Agency (as amended to the date hereof, by agreement of the Contracting Parties).

Paris, 22nd April, 1980

THE LEGAL ADVISOR:

Richard D. Bett

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MULTILATERAL

Energy: Advanced Heat Pump Systems

Implementing agreement done at Paris July 27, 1978;
Entered into force July 27, 1978.

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT FOR A PROGRAMME OF RESEARCH AND DEVELOPMENT ON ADVANCED HEAT PUMP SYSTEMS

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR A PROGRAMME OF RESEARCH AND DEVELOPMENT ON ADVANCED HEAT PUMP SYSTEMS

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments or international organizations or parties designated by their respective governments pursuant to Article III of the Guiding Principles for Co-operation in the Field of Energy Research and Development adopted by the Governing Board of the International Energy Agency (the "Agency") on 28th July, 1975, [1] wish to take part in the establishment and operation of a Programme of Research and Development on Advanced Heat Pump Systems (the "Programme") as provided in this Agreement;

CONSIDERING that the Contracting Parties which are governments and the governments of the other Contracting Parties (referred to collectively as the "Governments") participate in the Agency and have agreed in Article 41 of the Agreement on an International Energy Program [2] (the "I.E.P. Agreement") to undertake national programmes in the areas set out in Article 42 of the I.E.P. Agreement, including research and development on energy conservation in which field the Programme will be carried out;

CONSIDERING that in the Governing Board of the Agency on 13th April, 1978 the Governments approved the Programme as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognized the establishment of the Programme as an important component of international co-operation in the field of energy conservation research and development;

HAVE AGREED as follows:

[1] TIAS 8229; 27 UST 249.
[2] Done Nov. 18, 1974. TIAS 8278; 27 UST 1708.

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Article 1

OBJECTIVES

(a) *Scope of Activity.* The Programme to be carried out by the Contracting Parties within the framework of this Agreement shall consist of co-operative research, development, demonstrations and exchanges of information regarding advanced heat pump systems.

(b) *Method of Implementation.* The Contracting Parties shall implement the Programme by undertaking one or more tasks (the "Task" or "Tasks") each of which will be open to participation by two or more Contracting Parties as provided in Article 2 hereof. The Contracting Parties which participate in a particular Task are, for the purposes of that Task, referred to in this Agreement as "Participants".

(c) *Task Co-ordination and Co-operation.* The Contracting Parties shall co-operate in co-ordinating the work of the various Tasks and shall endeavour, on the basis of an appropriate sharing of burdens and benefits, to encourage co-operation among Participants engaged in the various Tasks with the objective of advancing the research and development activities of all Contracting Parties in the field of advanced heat pump systems.

Article 2

IDENTIFICATION AND INITIATION OF TASKS

(a) *Identification.* The Tasks undertaken by Participants are identified in the Annexes to this Agreement. At the time of signing this Agreement, each Contracting Party shall confirm its intention to participate in one or more Tasks by giving the Executive Director of the Agency a Notice of Participation in the relevant Annex or Annexes and the Operating Agent for each Task shall give the Executive Director of the Agency a Notice of Acceptance of the Task Annex. Thereafter, each Task shall be carried out in accordance with the procedures set forth in Articles 2 to 11 hereof, unless otherwise specifically provided in the applicable Annex.

(b) *Initiation of Additional Tasks.* Additional Tasks may be initiated by any Contracting Party according to the following procedure:

(1) A Contracting Party wishing to initiate a new Task shall present to one or more Contracting Parties for approval a draft Annex, similar in form to the Annexes attached hereto, containing a description of the scope of work and conditions of the Task proposed to be performed;

(2) Whenever two or more Contracting Parties agree to undertake a new Task, they shall submit the draft Annex for approval by the Executive Committee pursuant to Article 3 *(e)* (2) hereof; the approved draft

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Annex shall become part of this Agreement; Notice of Participation in the Task by Contracting Parties and acceptance by the Operating Agent shall be communicated to the Executive Director in the manner provided in paragraph *(a)* above;

(3) In carrying out the various Tasks, Participants shall co-ordinate their activities in order to avoid duplication of activities.

(c) *Application of Task Annexes.* Each Annex shall be binding only upon the Participants therein and upon the Operating Agent for that Task, and shall not affect the rights or obligations of other Contracting Parties.

Article 3

THE EXECUTIVE COMMITTEE

(a) *Supervisory Control.* Control of the Programme shall be vested in the Executive Committee constituted under this Article.

(b) *Membership.* The Executive Committee shall consist of one member designated by each Contracting Party; each Contracting Party shall also designate an alternate member to serve on the Executive Committee in the event that its designated member is unable to do so.

(c) *Responsibilities.* The Executive Committee shall:

(1) Adopt for each year, acting by unanimity, the Programme of Work, and Budget if foreseen, for each Task, together with an indicative programme of work and budget for the following two years; the Executive Committee may, as required, make adjustments within the framework of the Programme of Work and Budget;

(2) Make such rules and regulations as may be required for the sound management of the Tasks, including financial rules as provided in Article 6 hereof;

(3) Carry out the other functions conferred upon it by this Agreement and the Annexes hereto; and

(4) Consider any matters submitted to it by any of the Operating Agents or by any Contracting Party.

(d) *Procedure.* The Executive Committee shall carry out its responsibilities in accordance with the following procedures:

(1) The Executive Committee shall each year elect a Chairman and one or more Vice-Chairmen;

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(2) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning. A representative of the Agency and a representative of each Operating Agent (in its capacity as such) may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;

(3) The Executive Committee shall meet in regular session twice each year; a special meeting shall be convened upon the request of any Contracting Party which can demonstrate the need therefor;

(4) Meetings of the Executive Committee shall be held at such time and in such office or offices as may be designated by the Committee;

(5) At least twenty-eight days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be given to each Contracting Party and to other persons or entities entitled to attend the meeting; notice need not be given to any person or entity otherwise entitled thereto if notice is waived before or after the meeting;

(6) The quorum for the transaction of business in meetings of the Executive Committee shall be one-half of the members plus one (less any resulting fraction) provided that any action relating to a particular Task shall require a quorum as aforesaid of members or alternate members designated by the Participants in that Task.

(e) *Voting.*

(1) When the Executive Committee adopts a decision or recommendation for or concerning a particular Task, the Executive Committee shall act:

(i) When unanimity is required under this Agreement: by agreement of those members or alternate members which were designated by the Participants in that Task and which are present and voting;

(ii) When no express voting provision is made in this Agreement: by majority vote of those members or alternate members which were designated by the Participants in that Task and which are present and voting.

(2) In all other cases in which this Agreement expressly requires the Executive Committee to act by unanimity, this shall require the agreement of each member or alternate member present and voting, and in respect of all other decisions and recommendations for which no express voting provision is made in this Agreement, the Executive Committee shall act by a majority vote of the members or alternate members present and voting. If a government has designated more than one Contracting Party to this Agreement, those Contracting Parties may cast only one vote under this paragraph.

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(3) The decisions and recommendations referred to in sub-paragraphs (1) and (2) above may, with the agreement of each member or alternate member entitled to act thereon, be made by mail, telex or cable without the necessity for calling a meeting. Such action shall be taken by unanimity or majority of such members as in a meeting. The Chairman of the Executive Committee shall ensure that all members are informed of each decision or recommendation made pursuant to this sub-paragraph.

(f) *Reports.* The Executive Committee shall, at least annually, provide the Agency with periodic reports on the progress of the Programme.

Article 4

THE OPERATING AGENTS

(a) *Designation.* Participants shall designate in the relevant Annex an Operating Agent for each Task. References in this Agreement to the Operating Agent shall apply to each Operating Agent in respect of the Task for which it is responsible.

(b) *Scope of Authority to Act on Behalf of Participants.* Subject to the provisions of the applicable Annex:

(1) All legal acts required to carry out each Task shall be performed on behalf of the Participants by the Operating Agent for the Task;

(2) The Operating Agent shall hold, for the benefit of the Participants, the legal title to all property rights which may accrue to or be acquired for the Task.

The Operating Agent shall operate the Task under its supervision and responsibility, subject to this Agreement, in accordance with the law of the country of the Operating Agent.

(c) *Reimbursement of Costs.* The Executive Committee may provide that expenses and costs incurred by an Operating Agent in acting as such pursuant to this Agreement shall be reimbursed to the Operating Agent from funds made available by the Participants pursuant to Article 6 hereof.

(d) *Replacement.* Where an important reason exists to replace an Operating Agent with another government or entity, the Executive Committee may, acting by unanimity and with the consent of such government or entity, replace the initial Operating Agent. References in this Agreement to the "Operating Agent" shall include any government or entity appointed to replace the original Operating Agent under this paragraph.

(e) *Resignation.* An Operating Agent shall have the right to resign at any time by giving six months written notice to that effect to the Executive Committee, provided that:

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(1) A Participant, or entity designated by a Participant, is at such time willing to assume the duties and obligations of the Operating Agent and so notifies the Executive Committee to that effect, in writing, not less than three months in advance of the effective date of such resignation; and

(2) Such Participant or entity is approved by the Executive Committee, acting by unanimity.

(f) Accounting. An Operating Agent which is replaced or which resigns as Operating Agent shall provide the Executive Committee with an accounting of any monies and other assets which it may have collected or acquired for the Task in the course of carrying out its responsibilities as Operating Agent.

(g) Transfer of Rights. In the event that another Operating Agent is appointed under paragraph *(d)* or *(e)* above, the Operating Agent shall transfer to such replacement Operating Agent any property rights which it may hold on behalf of the Task.

(h) Information and Reports. Each Operating Agent shall furnish to the Executive Committee such information concerning the Task as the Committee may request and shall each year submit, not later than two months after the end of the financial year, a report on the status of the Task.

Article 5

ADMINISTRATION AND STAFF

(a) Administration of Tasks. Each Operating Agent shall be responsible to the Executive Committee for implementing its designated Task in accordance with this Agreement, the applicable Task Annex, and the decisions of the Executive Committee.

(b) Staff. It shall be the responsibility of the Operating Agent to retain such staff as may be required to carry out its designated Task in accordance with rules determined by the Executive Committee. The Operating Agent may also, as required, utilize the services of personnel employed by other Participants (or organizations or other entities designated by Contracting Parties) and made available to the Operating Agent by secondment or otherwise. Such personnel shall be remunerated by their respective employers and shall, except as provided in this Agreement, be subject to their employers' conditions of service. The Contracting Parties shall be entitled to claim the appropriate cost of such remuneration or to receive an appropriate credit for such cost as part of the Budget of the Task, in accordance with Article 6 *(f)* (6) hereof.

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Article 6

FINANCE

(a) *Individual Financial Obligations.* Each Contracting Party shall bear the costs it incurs in carrying out this Agreement, including the costs of formulating or transmitting reports and of reimbursing its employees for travel and other per diem expenses incurred in connection with work carried out on the respective Tasks, unless provision is made for such costs to be reimbursed from common funds as provided in paragraph *(g)* below.

(b) *Common Financial Obligations.* Participants wishing to share the costs of a particular Task shall agree in the appropriate Task Annex to do so. The apportionment of contributions to such costs (whether in the form of cash, services rendered, intellectual property or the supply of materials) and the use of such contributions shall be governed by the regulations and decisions made pursuant to this Article by the Executive Committee.

(c) *Financial Rules, Expenditure.* The Executive Committee, acting by unanimity, may make such regulations as are required for the sound financial management of the common funds of each Task including, where necessary:

(1) Establishment of budgetary and procurement procedures to be used by the Operating Agent in making payments from any common funds which may be maintained by Participants for the account of the Task or in making contracts on behalf of the Participants;

(2) Establishment of minimum levels of expenditure for which Executive Committee approval shall be required, including expenditure involving payment of monies to the Operating Agent for other than routine salary and administrative expenses previously approved by the Executive Committee in the budget process.

In the expenditure of common funds, the Operating Agent shall take into account the necessity of ensuring a fair distribution of such expenditure in the Participants' countries, where this is fully compatible with the most efficient technical and financial management of the Task.

(d) *Crediting of Income to Budget.* Any income which accrues from a Task shall be credited to the Budget of that Task.

(e) *Accounting.* The system of accounts employed by the Operating Agent shall be in accordance with accounting principles generally accepted in the country of the Operating Agent and consistently applied.

(f) *Programme of Work and Budget, Keeping of Accounts.* Should Participants agree to maintain common funds for the payment of obligations under a Programme of Work and Budget of the Task, the following provisions shall be applicable unless the Executive Committee, acting by unanimity, decides otherwise:

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(1) The financial year of the Task shall correspond to the financial year of the Operating Agent;

(2) The Operating Agent shall each year prepare and submit to the Executive Committee for approval a draft Programme of Work and Budget, together with an indicative programme of work and budget for the following two years, not later than three months before the beginning of each financial year;

(3) The Operating Agent shall maintain complete, separate financial records which shall clearly account for all funds and property coming into the custody or possession of the Operating Agent in connection with the Task;

(4) Not later than three months after the close of each financial year the Operating Agent shall submit to auditors selected by the Executive Committee for audit the annual accounts maintained for the Task; upon completion of the annual audit, the Operating Agent shall present the accounts together with the auditors' report to the Executive Committee for approval;

(5) All books of account and records maintained by the Operating Agent for the Programme shall be preserved for at least three years from the date of termination of the Task;

(6) Where provided in the relevant Annex, a Participant supplying services, materials or intellectual property to the Task as provided in the applicable Annex shall be entitled to a credit, determined by the Executive Committee, acting by unanimity, against its contribution (or to compensation, if the value of such services, materials or intellectual property exceeds the amount of the Participant's contribution); such credits for services of staff shall be calculated on an agreed scale approved by the Executive Committee and include all payroll-related costs.

(g) Contribution to Common Funds. Should Participants agree to establish common funds under the annual Programme of Work and Budget for a Task, any financial contributions due from Participants in a Task shall be paid to the Operating Agent in the currency of the country of the Operating Agent at such times and upon such other conditions as the Executive Committee, acting by unanimity, shall determine, provided however that:

(1) Contributions received by the Operating Agent shall be used solely in accordance with the Programme of Work and Budget for the Task;

(2) The Operating Agent shall be under no obligation to carry out any work on the Task until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received.

(h) Ancillary Services. Ancillary services may, as agreed between the Executive Committee and the Operating Agent, be provided by that Operating Agent for the operation

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of a Task and the costs of such services, including overheads connected therewith, may be met from budgeted funds of that Task.

(i) *Taxes.* The Operating Agent shall pay all taxes and similar impositions imposed by national or local governments and incurred by it in connection with a Task, as expenditure incurred in the operation of that Task under the Budget; the Operating Agent shall, however, endeavour to obtain all possible exemptions from such taxes.

(j) *Audit.* Each Participant shall have the right, at its sole cost, to audit the accounts of any work in a Task for which common funds are maintained on the following terms:

(1) The Operating Agent shall provide the other Participants with an opportunity to participate in such audits on a cost-shared basis;

(2) Accounts and records relating to activities of the Operating Agent other than those conducted for the Task shall be excluded from such audit, but if the Participant concerned requires verification of charges to the Budget representing services rendered to the Task by the Operating Agent, it may at its own cost request and obtain an audit certificate in this respect from the auditors of the Operating Agent;

(3) Not more than one such audit shall be required in any financial year;

(4) Any such audit shall be carried out by not more than three representatives of the Participants.

Article 7

INFORMATION AND INTELLECTUAL PROPERTY

It is expected that for each Task agreed to pursuant to this Agreement, the applicable Annex will contain information and intellectual property provisions. The General Guidelines Concerning Information and Intellectual Property, approved by the Governing Board of the Agency on 21st November, 1975,[1] shall be taken into account in developing such provisions.

Article 8

LEGAL RESPONSIBILITY AND INSURANCE

(a) *Liability of Operating Agent.* The Operating Agent shall use all reasonable skill and care in carrying out its duties under this Agreement in accordance with all applicable laws and regulations. Except as otherwise provided in this Article, the cost

[1] TIAS 8229; 27 UST 252.

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of all damage to property, and all expenses associated with claims, actions and other costs arising from work undertaken with common funds for a Task shall be charged to the Budget of that Task; such costs and expenses arising from other work undertaken for a Task shall be charged to the Budget of that Task if the Task Annex so provides or the Executive Committee, acting by unanimity, so decides.

(b) *Insurance.* The Operating Agent shall propose to the Executive Committee all necessary liability, fire and other insurance, and shall carry such insurance as the Executive Committee may direct. The cost of obtaining and maintaining insurance shall be charged to the Budget of the Task.

(c) *Indemnification of Contracting Parties.* The Operating Agent shall be liable, in its capacity as such, to indemnify Participants against the cost of any damage to property and all legal liabilities, actions, claims, costs and expenses connected therewith to the extent that they:

(1) Result from the failure of the Operating Agent to maintain such insurance as it may be required to maintain under paragraph *(b)* above; or

(2) Result from the gross negligence or wilful misconduct of any officers or employees of the Operating Agent in carrying out their duties under this Agreement.

Article 9

LEGISLATIVE PROVISIONS

(a) *Accomplishment of Formalities.* Each Participant shall request the appropriate authorities of its country (or its Member States in the case of an international organization) to use their best endeavours, within the framework of applicable legislation, to facilitate the accomplishment of formalities involved in the movement of persons, the importation of materials and equipment and the transfer of currency which shall be required to conduct the Task in which it is engaged.

(b) *Appropriation of Funds and Applicable Laws.* In carrying out this Agreement and its Annexes, the Contracting Parties shall be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to the constitution, laws and regulations applicable to the respective Contracting Parties, including, but not limited to, laws establishing prohibitions upon the payment of commissions, percentages, brokerage or contingent fees to persons retained to solicit governmental contracts and upon any share of such contracts accruing to governmental officials.

(c) *Decisions of Agency Governing Board.* Participants in the various Tasks shall take account, as appropriate, of the Guiding Principles for Co-operation in the Field of Energy Research and Development, and any modification thereof, as well as other decisions of the Governing Board of the Agency in that field. The termination of the Guiding Principles shall not affect this Agreement, which shall remain in force in accordance with the terms hereof.

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(d) *Settlement of Disputes.* Any dispute among the Contracting Parties concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement shall be referred to a tribunal of three arbitrators to be chosen by the Contracting Parties concerned who shall also choose the Chairman of the tribunal. Should the Contracting Parties concerned fail to agree upon the composition of the tribunal or the selection of its Chairman, the President of the International Court of Justice shall, at the request of any of the Contracting Parties concerned, exercise those responsibilities. The tribunal shall decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and its decision on a question of fact shall be final and binding on the Contracting Parties concerned. Operating Agents which are not Contracting Parties shall be regarded as Contracting Parties for the purpose of this paragraph.

Article 10

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) *Admission of New Contracting Parties: Agency Countries.* Upon the invitation of the Executive Committee, acting by unanimity, admission to this Agreement shall be open to the government of any Agency Participating Country (or a national agency, public organization, private corporation, company or other entity designated by such government), which signs or accedes to this Agreement, accepts the rights and obligations of a Contracting Party, and is accepted for participation in at least one Task by the Participants in that Task, acting by unanimity. Such admission of a Contracting Party shall become effective upon the signature of this Agreement by the new Contracting Party or its accession thereto and its giving Notice of Participation in one or more Annexes and the adoption of any consequential amendments thereto.

(b) *Admission of New Contracting Parties: Other OECD Countries.* The government of any Member of the Organisation for Economic Co-operation and Development which does not participate in the Agency may, on the proposal of the Executive Committee, acting by unanimity, be invited by the Governing Board of the Agency to become a Contracting Party to this Agreement (or to designate a national agency, public organization, private corporation, company or other entity to do so), under the conditions stated in paragraph *(a)* above.

(c) *Participation by the European Communities.* The European Communities may participate in this Agreement in accordance with arrangements to be made by the Executive Committee, acting by unanimity.

(d) *Admission of New Participants in Tasks.* Any Contracting Party may, with the agreement of the Participants in a Task, acting by unanimity, become a Participant in that Task. Such participation shall become effective upon the Contracting Party's giving the Executive Director of the Agency a Notice of Participation in the appropriate Task Annex and the adoption of consequential amendments thereto.

(e) *Contributions.* The Executive Committee may require, as a condition to admission to participation, that the new Contracting Party or new Participant shall

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contribute (in the form of cash, services, materials or intellectual property) an appropriate proportion of the prior budget expenditure of any Task in which it participates.

(f) *Replacement of Contracting Parties.* With the agreement of the Executive Committee, acting by unanimity, and upon the request of a government, a Contracting Party designated by that government may be replaced by another party. In the event of such replacement, the replacement party shall assume the rights and obligations of a Contracting Party as provided in paragraph *(a)* above and in accordance with the procedure provided therein.

(g) *Withdrawal.* Any Contracting Party may withdraw from this Agreement or from any Task either with the agreement of the Executive Committee, acting by unanimity, or by giving twelve months written Notice of Withdrawal to the Executive Director of the Agency, such Notice to be given not less than one year after the date hereof. The withdrawal of a Contracting Party under this paragraph shall not affect the rights and obligations of the other Contracting Parties; except that, where the other Contracting Parties have contributed to common funds for a Task, their proportionate shares in the Task Budget shall be adjusted to take account of such withdrawal.

(h) *Changes of Status of Contracting Party.* A Contracting Party other than a government or an international organization shall forthwith notify the Executive Committee of any significant change in its status or ownership, or of its becoming bankrupt or entering into liquidation. The Executive Committee shall determine whether any such change in status of a Contracting Party significantly affects the interests of the other Contracting Parties; if the Executive Committee so determines, then, unless the Executive Committee, acting upon the unanimous decision of the other Contracting Parties, otherwise agrees:

(1) That Contracting Party shall be deemed to have withdrawn from the Agreement under paragraph *(g)* above on a date to be fixed by the Executive Committee; and

(2) The Executive Committee shall invite the government which designated that Contracting Party to designate, within a period of three months of the withdrawal of that Contracting Party, a different entity to become a Contracting Party; if approved by the Executive Committee, acting by unanimity, such entity shall become a Contracting Party with effect from the date on which it signs or accedes to this Agreement and gives the Executive Director of the Agency a Notice of Participation in one or more Annexes.

(i) *Failure to Fulfil Contractual Obligations.* Any Contracting Party which fails to fulfil its obligations under this Agreement within sixty days after its receipt of notice specifying the nature of such failure and invoking this paragraph, may be deemed by the Executive Committee, acting by unanimity, to have withdrawn from this Agreement.

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Article 11

FINAL PROVISIONS

(a) Term of Agreement. This Agreement shall remain in force for an initial period of two years from the date hereof, and shall continue in force thereafter unless and until the Executive Committee, acting by unanimity, decides on its termination.

(b) Legal Relationship of Contracting Parties and Participants. Nothing in this Agreement shall be regarded as constituting a partnership between any of the Contracting Parties or Participants.

(c) Termination. Upon termination of this Agreement, or any Annex to this Agreement, the Executive Committee, acting by unanimity, shall arrange for the liquidation of the assets of the Task or Tasks. In the event of such liquidation, the Executive Committee shall, so far as practicable, distribute the assets of the Task, or the proceeds therefrom, in proportion to the contributions which the Participants have made from the beginning of the operation of the Task, and for that purpose shall take into account the contributions and any outstanding obligations of former Contracting Parties. Disputes with a former Contracting Party about the proportion allocated to it under this paragraph shall be settled under Article 9 *(d)* hereof, for which purpose a former Contracting Party shall be regarded as a Contracting Party.

(d) Amendment. This Agreement may be amended at any time by the Executive Committee, acting by unanimity, and any Annex to this Agreement may be amended at any time by the Executive Committee, acting by unanimity of the Participants in the Task to which the Annex refers. Such amendments shall come into force in a manner determined by the Executive Committee, acting under the voting rule applicable to the decision to adopt the amendment.

(e) Deposit. The original of this Agreement shall be deposited with the Executive Director of the Agency and a certified copy thereof shall be furnished to each Contracting Party and to the Operating Agent. A copy of this Agreement shall be furnished to each Agency Participating Country, to each Member country of the Organisation for Economic Co-operation and Development and to the European Communities.

Done in Paris, this 27th day of July, 1978.

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For the REPUBLIC OF AUSTRIA:	PETER JANKOWITSCH subject to ratification
For the GOVERNMENT OF BELGIUM:	A. LONNOY
For the NATIONAL RESEARCH COUNCIL OF CANADA (designated by the Government of Canada):	R.S. MACLEAN
For the MINISTRY OF TRADE AND INDUSTRY for and on behalf of the Government of Denmark:	VAGN KORSBAEK
For the KERNFORSCHUNGSANLAGE JÜLICH GmbH (designated by the Government of Germany):	i.V. R. NEUMANN i.V. J. NIERAAD
For the AGIP S.P.A. (designated by the Government of Italy):	CAROTENUTO
For the GOVERNMENT OF JAPAN:	T. HIRAHARA
For the NIJVERHEIDSORGANISATIE T.N.O. (designated by the Government of the Netherlands):	J.A. KNOBBOUT
For the MINISTRY OF INDUSTRY AND ENERGY (CENTRO DE ESTUDIOS DE LA ENERGIA) for and on behalf of the Government of Spain:	TOMAS CHAVARRI

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For the SWEDISH COUNCIL FOR BUILDING RESEARCH (designated by the Government of Sweden): HANS COLLIANDER

For the OFFICE FÉDÉRAL DE LA SCIENCE ET DE LA RECHERCHE DU DÉPARTEMENT FÉDÉRAL DE L'INTÉRIEUR for and on behalf of the Government of Switzerland: A. GRÜBEL subject to ratification

For INTERNATIONAL RESEARCH AND DEVELOPMENT LTD. (designated by the Government of the United Kingdom of Great Britain and Northern Ireland): D.B.A. MCMICHAEL

For the DEPARTMENT OF ENERGY for and on behalf of the Government of the United States of America: HERBERT SALZMAN

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Annex I

COMMON STUDY OF ADVANCED HEAT PUMP SYSTEMS

1. *Objectives and Definitions*

(a) Objectives. The objectives of this Task are to collect and evaluate data obtained by international experience with advanced heat pump systems, to derive relevant proposals for expected and desirable developments in this field, and to recommend future research and development programmes.

(b) Definitions. The heat pump systems which are to be included in the study are:

(1) Sorption (e.g. absorption and resorption) machines for heating and/or cooling;

(2) Heat-engine-driven heat pumps based on the compression cycle; and

(3) Improved electrically-driven compression heat pumps.

2. *Means*

The study shall be carried out as a jointly-funded Common Study. The scope of work, referred to in document IEA/CRD(78)95, will include the elements listed below.

(a) Technology Survey:

(1) Survey of the international state-of-the-art technology including current generation heat pump and advanced heat pump technology development;

(2) Collection of characteristics and operating experiences of existing plants;

(3) Collection of data on available components;

(4) Summary of basic data relevant to design of advanced heat pumps;

(5) Development of requirements for new designs; and

(6) Evaluation of economic and environmental considerations for existing and new concepts.

(b) Market Survey. In conjunction with the technology survey and utilizing information therefrom, a preliminary market study shall be undertaken to determine where the greatest needs for advanced heat pump technology

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exist in the residential, commercial and industrial markets of the Participants' Countries. The market study may recommend future directions for research and development on advanced heat pumps.

(c) Identification of New R and D Co-operative Projects. Based on the results of the technology and market surveys, the Participants may formulate proposals for co-operative R and D projects on advanced heat pumps. Such proposals shall take the form of Task Annexes to this Agreement and shall be included in the final report on this Task as set forth in paragraph 5 *(c)* below.

3. *Responsibilities of the Operating Agent*

(a) The Operating Agent, in consultation with the other Participants and in conformity with the scope of work referred to in paragraph 2 *(a)* above, shall develop a detailed Programme of Work and Budget, including methodology and schedule. The portion of the Programme of Work relating to the market survey described in paragraph 2 *(b)* above shall have the approval of the United States Participant. This Programme shall be submitted to the Executive Committee for approval within three months of the signature of the Agreement.

(b) The Operating Agent shall, except for the overall market study carried out by the United States Participant under the conditions set forth in paragraph 4 *(a)* below, conduct the Common Study and provide to the Executive Committee periodic reports. The reports will include, where appropriate, proposed new Task Annexes to accomplish additional activities.

(c) The Operating Agent shall integrate all the results of this Task into a final report containing, if appropriate, recommendations from both the technology and market surveys for future co-operative Tasks in this field, and shall distribute the report to all Participants.

(d) The Operating Agent may arrange periodic meetings of experts on Advanced Heat Pumps to bring about collaboration in this field.

(e) The Operating Agent shall allocate from the budget of this Task such funds as may be needed to pay the expenses it incurs in carrying out its responsibilities under this paragraph, and shall allocate to the United States Participant such funds as it may need to conduct the market study referred to in paragraph 2 *(b)* above, according to Article 6 *(g)* of this Agreement.

4. *Responsibilities of the Participants*

(a) The United States Participant shall assume the responsibilities of the Operating Agent for the purpose of conducting the overall market study called for in paragraph 2 *(b)* above. The United States Participant shall prepare a report on this market study and distribute it to all Participants not later than three months before the termination of this Task.

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(b) Each Participant is encouraged to nominate an individual to assist in the conduct of work under this Task. Financial arrangements for the travel, per diem and salary costs of such individuals will be decided by the Executive Committee, acting by unanimity.

5. *Results*

The results of this Task shall be:

(a) Periodic documents and reports on the results of the completion of elements of the Programme of Work;

(b) A market study report; and

(c) A final report integrating all the results of this Task and containing recommendations for such additional activities as may be appropriate.

6. *Funding*

(a) The expenditure incurred in the operation of the Task shall be jointly borne by the Participants, as provided in Article 6 (*g*) of the Agreement, in the proportions determined below. Such expenditure is not expected to exceed DM 1,500,960 at January 1978 price levels, and may not exceed such level except upon unanimous agreement of the Executive Committee. If significant changes in price levels or in the scope of activities under this Task occur, the Executive Committee, acting by unanimity, shall consider whether to adjust the Programme of Work to the available funds or to increase the budget.

(b) *Scale of Contributions*

Participant	Contribution
Austria	DM 21,905
Belgium	43,810
Canada	87,620
Denmark	21,905
Germany	400,000
Italy	87,620
Japan	175,240
Netherlands	43,810
Spain	43,810
Sweden	43,810
Switzerland	43,810
United Kingdom	87,620
United States	400,000
Total	DM 1,500,960

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7. *Operating Agent*

The Kernforschungsanlage Jülich GmbH.

8. *Information and Intellectual Property*

(a) Executive Committee's Powers. The publication, distribution, handling, protection, and ownership of information and intellectual property arising from this *Annex I* to the IEA Implementing Agreement for a Programme of Research and Development on Advanced Heat Pump Systems (hereinafter called *Annex I)* shall be determined by the Executive Committee, acting by unanimity, in conformity with the Agreement.

(b) Right to Publish. Subject only to copyright restrictions, the *Annex I* Participants shall have the right to publish all information provided to or arising from *Annex I* except proprietary information.

(c) Proprietary Information. The *Annex I* Participants and the Operating Agent shall take all necessary measures in accordance with this paragraph, the laws of their respective countries and international law to protect proprietary information provided to or arising from *Annex I.* For the purposes of this Annex, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and

(3) Is not already in the possession of the recipient *Annex I* Participant without obligation concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information, and of the Operating Agent for arising proprietary information, to identify the information as such and to ensure that it is appropriately marked.

(d) Production of Relevant Information by Governments. The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task.

(e) Production of Available Information by Participants. Each Participant agrees to provide to the Operating Agent all previously existing information, and information developed independently of the Task, which is needed by the Operating Agent to carry out its functions in this Task and which is

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freely at the disposal of the Participant and the transmission of which is not subject to any contractual and/or legal limitations:

(1) If no substantial cost is incurred by the Participant in making such information available, at no charge to the Task therefor;

(2) If substantial costs must be incurred by the Participant to make such information available, at such charges to the Task as shall be agreed between the Operating Agent and the Participant with the approval of the Executive Committee.

(f) Use of Confidential Information. If a Participant has access to confidential information which would be useful to the Operating Agent in conducting studies, assessments, analyses, or evaluations, such information may be communicated to the Operating Agent but shall not become part of reports or other documentation, nor be communicated to the other Participants except as may be agreed between the Operating Agent and the Participant which supplies such information.

(g) Acquisition of Information for the Task. Each Participant shall inform the Operating Agent of the existence of information that can be of value to the Task, but which is not freely available, and the Participant shall endeavour to make the information available to the Task under reasonable conditions, in which event the Executive Committee may, acting by unanimity, decide to acquire such information.

(h) Reports on Work Performed under the Task. The Operating Agent shall provide reports of all work performed under the Task and the results thereof, including studies, assessments, analyses, evaluations and other documentation, but excluding proprietary information, in accordance with paragraph 3 of this Annex.

(i) Copyright. The Operating Agent may take appropriate measures necessary to protect copyrightable material generated under this Task. Copyrights obtained shall be the property of the Operating Agent, for the benefit of the Participants provided, however, that *Annex I* Participants may reproduce and distribute such material, but shall not publish it with a view to profit, except as otherwise directed by the Executive Committee.

(j) Authors. Each *Annex I* Participant will, without prejudice to any rights of authors under its national laws, take necessary steps to provide the co-operation from its authors required to carry out the provisions of this paragraph. Each *Annex I* Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

9. *Time Period*

This Annex shall remain in force for an initial period of two years from the date hereof and shall continue in force thereafter unless and until the Executive Committee, acting by unanimity, decides on its termination.

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10. *Participants in This Task*

The Contracting Parties which are Participants in this Task are the following:

The Republic of Austria,

The Government of Belgium,

The National Research Council of Canada,

The Ministry of Trade and Industry (Denmark),

Kernforschungsanlage Jülich GmbH (Germany),

AGIP S.P.A. (Italy),

The Government of Japan,

Nijverheidsorganisatie T.N.O. (Netherlands),

Ministry of Industry and Energy (Spain),

The Swedish Council for Building Research,

Office Fédéral de la Science et de la Recherche du Département Fédéral de l'Intérieur (Switzerland),

International Research and Development Ltd. (United Kingdom),

The Department of Energy (United States of America).

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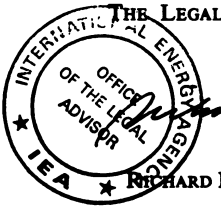
The Legal Advisor of the International Energy Agency hereby certifies that the present copy conforms to the original text deposited with the Executive Director of the International Energy Agency (as amended to the date hereof, by agreement of the Contracting Parties).

Paris, 8th April, 1980



THE LEGAL ADVISOR:

RICHARD F. SCOTT

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MULTILATERAL

Energy: Conservation in Cement Manufacture

Implementing agreement done at Paris July 27, 1978;
Entered into force July 27, 1978.

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR A PROGRAMME OF RESEARCH AND DEVELOPMENT FOR ENERGY CONSERVATION IN CEMENT MANUFACTURE

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR A PROGRAMME OF RESEARCH AND DEVELOPMENT FOR ENERGY CONSERVATION IN CEMENT MANUFACTURE

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments or international organizations or parties designated by their respective governments pursuant to Article III of the Guiding Principles for Co-operation in the Field of Energy Research and Development adopted by the Governing Board of the International Energy Agency (the "Agency") on 28th July, 1975,[1] wish to take part in the establishment and operation of a Programme of Research and Development on Energy Conservation in Cement Manufacture (the "Programme") as provided in this Agreement;

CONSIDERING that the Contracting Parties which are governments and the governments of the other Contracting Parties (referred to collectively as the "Governments") participate in the Agency and have agreed in Article 41 of the Agreement on an International Energy Program[2] (the "I.E.P. Agreement") to undertake national programmes in the areas set out in Article 42 of the I.E.P. Agreement, including research and development on energy conservation in which field the Programme will be carried out;

CONSIDERING that in the Governing Board of the Agency on 16th March, 1977 the Governments approved the Programme as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognized the establishment of the Programme as an important component of international co-operation in the field of energy conservation research and development;

HAVE AGREED as follows:

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[1] TIAS 8229; 27 UST 249.
[2] Done Nov. 18, 1974. TIAS 8278; 27 UST 1708.

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Article 1

OBJECTIVES

(a) *Scope of Activity.* The Programme to be carried out by the Contracting Parties within the framework of this Agreement shall consist of co-operative research, development, demonstrations and exchanges of information regarding energy conservation in cement manufacture.

(b) *Method of Implementation.* Each Contracting Party shall implement the Programme by undertaking one or more Tasks as provided in the attached Annex.

(c) *Task Co-ordination and Co-operation.* The Contracting Parties shall co-operate in co-ordinating the work of the various Tasks in the attached Annex and in advancing the research and development activities of all Contracting Parties in the field of energy conservation in cement manufacture.

(d) *Additional Tasks.* Additional Tasks may be joined to the Programme by amendment of the attached Annex to this Agreement as provided in Article 10 *(c)* hereto.

Article 2

THE EXECUTIVE COMMITTEE

(a) *Supervisory Control.* Control of the Programme shall be vested in the Executive Committee constituted under this Article.

(b) *Membership.* The Executive Committee shall consist of one member designated by each Contracting Party; each Contracting Party shall also designate an alternate member to serve on the Executive Committee in the event that its designated member is unable to do so.

(c) *Responsibilities.* The Executive Committee shall:

(1) Adopt for each year, acting by unanimity, the Programme of Work for the Tasks of the attached Annex, together with an indicative programme of work for the following two years; the Executive Committee may, as required, make adjustments within the framework of the Programme of Work;

(2) Make such rules and regulations as may be required for the sound management of the Tasks;

(3) Carry out the other functions conferred upon it by this Agreement and the Annex hereto; and

(4) Consider any matters submitted to it by the Operating Agent or by any Contracting Party.

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(d) *Procedure.* The Executive Committee shall carry out its responsibilities in accordance with the following procedures:

(1) The Executive Committee shall each year elect a Chairman and one or more Vice-Chairmen;

(2) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning. A representative of the Agency and a representative of the Operating Agent (in its capacity as such) may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;

(3) The Executive Committee shall meet in regular session twice each year; a special meeting shall be convened upon the request of any Contracting Party which can demonstrate the need therefor;

(4) Meetings of the Executive Committee shall be held at such time and in such office or offices as may be designated by the Committee;

(5) At least twenty-eight days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be given to each Contracting Party and to other persons or entities entitled to attend the meeting; notice need not be given to any person or entity otherwise entitled thereto if notice is waived before or after the meeting;

(6) The quorum for the transaction of business in meetings of the Executive Committee shall be one-half of the members plus one (less any resulting fraction).

(e) *Voting.*

(1) Where this Agreement requires the Executive Committee to act by unanimity, this shall require the agreement of each member or alternate member present and voting at the meeting at which the decision is taken. The Executive Committee shall adopt decisions and recommendations, for which no express voting provision is made in this Agreement, by majority vote of the members or alternate members present and voting;

(2) With the agreement of each member or alternate member a decision or recommendation may be made by mail, telex or cable without the necessity for calling a meeting. The Chairman of the Executive Committee shall have the responsibility of ensuring that all members or alternate members are informed of each decision or recommendation made persuant to this paragraph.

(f) *Reports.* The Executive Committee shall, at least annually, provide the Agency with periodic reports on the progress of the Programme.

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Article 3

THE OPERATING AGENT

(a) *Designation.* An Operating Agent is designated in the Annex hereto.

(b) *Scope of Authority to Act on Behalf of Contracting Parties.* Subject to the provisions of Article 6 hereof, the Operating Agent shall perform on behalf of the Contracting Parties all legal acts required to carry out its functions as defined in the Annex hereto.

(c) *Replacement.* A Contracting Party may, with the consent of the Executive Committee, acting by unanimity, designate another entity as Operating Agent in place of the Contracting Party or other Operating Agent designated by it. The adoption of any consequential amendments to this Agreement and the Annex hereto as well as the arrangements for transfer of the Operating Agent's responsibilities shall require a decision of the Executive Committee, acting by unanimity.

(d) *Resignation.* The Operating Agent shall have the right to resign at any time, by giving six months written notice to that effect to the Executive Committee, provided that:

(1) A Contracting Party, or entity designated by a Contracting Party, is at such time willing to assume the duties and obligations of the Operating Agent and so notifies the Executive Committee and the other Contracting Parties to that effect, in writing, not less than three months in advance of the effective date of such resignation; and

(2) Such Contracting Party or entity is approved by the Executive Committee, acting by unanimity.

(e) *Information and Reports.* The Operating Agent shall furnish to the Executive Committee such information concerning the Annex hereto as the Committee may request and shall each year submit, not later than three months after the end of the financial year, a report on the status of work under the Programme.

Article 4

ADMINISTRATION AND STAFF

(a) *Administration of Tasks.* The Operating Agent shall be responsible to the Executive Committee for implementing its responsibilities in accordance with this Agreement, the Annex hereto and the decisions of the Executive Committee.

(b) *Staff.* It shall be the responsibility of the Operating Agent to retain such staff as may be required to carry out its responsibilities in accordance with rules determined

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by the Executive Committee. The Operating Agent may also, as required, utilize the services of personnel employed by other Contracting Parties (or organizations or other entities designated by Contracting Parties) and made available to the Operating Agent by secondment or otherwise, subject to arrangements to be agreed between the Operating Agent and the employer of such personnel.

Article 5

FINANCE

(a) *Research Costs.*

(1) Each Contracting Party shall be responsible for providing the financial resources necessary to carry out its research responsibilities under the Annex hereto. The Contracting Parties' minimum levels of expenditure under the Programme shall be as follows:

Task	*Responsible Contracting Party*	*Amount*
A 1	Germany	DM 462,000
A 2	U.S.	$ 345,000
B 1	Sweden	SKr 600,000
B 2	U.S.	$ 50,000
B 3	New Zealand	NZ $ 55,000
C 1	U.S.	$ 146,000
C 2	U.K.	£ 180,000
D 1	U.S.	$ 154,000
D 2	U.S.	$ 126,000
D 3	New Zealand	NZ $ 50,000

(2) The Executive Committee, acting by unanimity, shall adjust the figures referred to in this paragraph at half-yearly intervals to take account of changing price levels in the country of each Contracting Party to ensure that the necessary real resources will continue to be available to conduct the work called for. If significant changes in such price levels occur, the Executive Committee, acting by unanimity, shall consider whether to adjust the Programme of Work to the available funds;

(3) After the initial three-year period and any succeeding three-year period, the Executive Committee shall, acting by unanimity, agree upon the levels of expenditure referred to in sub-paragraph (1) above for each succeeding three-year period.

(b) *Other Costs.* Each Contracting Party shall also bear all other costs it incurs in carrying out this Agreement, including the costs of formulating or transmitting reports and of reimbursing its employees for travel and other per diem expenses incurred in connection with work carried out on the respective Tasks.

(c) *Financial Statement.* Not later than three months after the close of each financial year each Contracting Party shall submit to the Executive Committee a detailed

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financial statement concerning expenditure for the Task during the financial year. Each Contracting Party shall make available such additional financial information on expenditure for the Task as the Executive Committee may reasonably request in order to ensure that each Task is being carried out in accordance with this Agreement.

Article 6

INFORMATION AND INTELLECTUAL PROPERTY

(a) Executive Committee's Powers. The publication, distribution, handling, protection and ownership of information and intellectual property arising from activities conducted under this Agreement shall be determined by the Executive Committee, acting by unanimity, in conformity with this Agreement.

(b) Right to Publish. Subject only to the restrictions applying to patents and copyrights, the Contracting Parties shall have the right to publish all information provided to or arising from the Programme except proprietary information, but they shall not publish it with a view to profit except as the Executive Committee, acting by unanimity, may agree or provide by rule. All that information shall be available without charge to the Contracting Parties.

(c) Proprietary Information. The Contracting Parties and the Operating Agent shall take all necessary measures in accordance with this Article, the laws of their respective countries and international law to protect proprietary information provided to or arising from the Annex. For the purposes of this Agreement, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and

(3) Is not already in the possession of the recipient Contracting Party without obligation concerning its confidentiality.

It shall be the responsibility of each Contracting Party supplying proprietary information, and of the Operating Agent for the arising proprietary information, to identify the information as such and to ensure that it is appropriately marked.

(d) Production of Relevant Information. The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Tasks in the attached Annex. The Contracting Parties should notify the Operating Agent of all pre-existing information, and information developed independently of the Tasks known to them which is relevant to the Tasks and which can be made available to the Tasks without contractual or legal limitations.

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(e) *Reports on Programme Work.* Reports containing arising information and pre-existing information necessary for and used in each Task, including proprietary information, shall be provided to each Contracting Party by the Contracting Party performing the Task. It shall be the responsibility of each Contracting Party to identify information which qualifies as proprietary information under this Article and ensure that it is appropriately marked. The Operating Agent shall provide summary reports of work performed under the Annex hereto and the results thereof (arising information), other than proprietary information, to the Executive Committee.

(f) *Licensing of Pre-Existing Proprietary Information and Inventions.* Each Contracting Party agrees to license all pre-existing proprietary information and inventions necessary for and used in its Task which it owns or controls to the other Contracting Parties, their governments, and the nationals of their respective countries designated by them on a reasonable royalty basis.

(g) *License of Patents Needed for Task.* Patents solely owned or controlled by a Contracting Party which are needed for use in each Task shall be licensed to the Task Contracting Party for use in the Task only at no cost to such Contracting Party. If such patents are partially owned or controlled by a Contracting Party, then efforts shall be made by the Contracting Party to reduce or eliminate as possible the benefit that might accrue to it.

(h) *Arising Inventions.* Inventions made or conceived in the course of or under any Task (arising inventions) shall be owned in all countries by the inventing Contracting Party. Information regarding inventions on which patent protection is to be obtained by the Contracting Party shall not be published or publicly disclosed by the other Contracting Parties until a patent application has been filed, provided, however, that this restriction on publication or disclosure shall not extend beyond six months from the date of receipt of such information. It shall be the responsibility of the inventing Contracting Party to appropriately mark reports which disclose inventions that have not been appropriately protected by the filing of a patent application.

(i) *Licensing of Arising Proprietary Information and Inventions.* Each Contracting Party agrees to license all arising proprietary information and inventions to the other Contracting Parties, their governments and the nationals of their respective countries designated by them on favourable terms and conditions taking into account the equities of the Contracting Parties based upon the sharing of obligations, contributions, rights and benefits of all Contracting Parties under the Agreement.

Each Contracting Party agrees to license all such arising proprietary information and inventions to all Agency Participating Countries on reasonable terms and conditions for use in their own country in order to meet their energy needs.

(j) *Copyright.* The Operating Agent or each Contracting Party for its own Task results may take appropriate measures necessary to protect copyrightable material generated under any Task. Copyrights obtained shall be the property of that Contracting Party or the Operating Agent, for the benefit of the Contracting Parties, provided, however, that Contracting Parties may reproduce and distribute such material, but shall not publish it with a view to profit.

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(k) *Inventors and Authors.* Each Contracting Party will, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the co-operation from its authors and inventors required to carry out the provisions of this Article. Each Contracting Party will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

(l) *Determination of "National".* The Executive Committee may establish guidelines to determine what constitutes a "national" of a Contracting Party.

Article 7

LEGAL RESPONSIBILITY

No Contracting Party shall be liable to compensate or contribute to any other Contracting Party for any loss or damage suffered in the course of carrying out the Programme.

Article 8

LEGISLATIVE PROVISIONS

(a) *Accomplishment of Formalities.* Each Contracting Party shall request the appropriate authorities of its country (or its Member States in the case of an international organization) to use their best endeavours, within the framework of applicable legislation, to facilitate the accomplishment of formalities involved in the movement of persons, the importation of materials and equipment and the transfer of currency which shall be required to conduct the Task or Tasks in which it is engaged.

(b) *Applicable Laws.* In carrying out this Agreement and the various Tasks in the Annex hereto, the Contracting Parties shall be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to the constitution, laws and regulations applicable to the respective Contracting Parties, including, but not limited to, laws establishing prohibitions upon the payment of commissions, percentages, brokerage or contingent fees to persons retained to solicit governmental contracts and upon any share of such contracts accruing to government officials.

(c) *Decisions of Agency Governing Board.* The Contracting Parties shall take account, as appropriate, of the Guiding Principles for Co-operation in the Field of Energy Research and Development, and any modification thereof, as well as other decisions of the Governing Board of the Agency in that field. The termination of the Guiding Principles shall not affect this Agreement, which shall remain in force in accordance with the terms hereof.

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(d) *Settlement of Disputes.* Any dispute among the Contracting Parties concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement, shall be referred to a tribunal of three arbitrators to be chosen by the Contracting Parties concerned who shall also choose the Chairman of the tribunal. Should the Contracting Parties concerned fail to agree upon the composition of the tribunal or the selection of its Chairman, the President of the International Court of Justice shall, at the request of any of the Contracting Parties concerned, exercise those responsibilities. The tribunal shall decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and its decision on a question of fact shall be final and binding on the Contracting Parties concerned.

Article 9

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) *Admission of New Contracting Parties: Agency Countries.* Upon the invitation of the Executive Committee, acting by unanimity, admission to the Agreement shall be open to the government of any Agency Participating Country (or a national agency, public organization, private corporation, company or other entity designated by such government), which signs or accedes to this Agreement, accepts the rights and obligations of a Contracting Party and agrees to carry out at least one Task defined in the Annex hereto. Such admission of a Contracting Party shall become effective upon the signature of this Agreement by the new Contracting Rarty or its accession thereto and the adoption of any consequential amendments thereto.

(b) *Admission of New Contracting Parties: Other OECD Countries.* The government of any Member of the Organisation for Economic Co-operation and Development which does not participate in the Agency may, on the proposal of the Executive Committee, acting by unanimity, be invited by the Governing Board of the Agency to become a Contracting Party to this Agreement (or to designate a national agency, public organization, private corporation, company, or other entity to do so), under the conditions stated in paragraph *(a)* above.

(c) *Participation by the European Communities.* The European Communities may participate in this Agreement in accordance with arrangements to be made by the Executive Committee, acting by unanimity.

(d) *Contributions.* The Executive Committee may require, as a condition to admission to participation, that the new Contracting Party accept obligations which are designed to compensate the Contracting Parties as appropriate for their prior contributions to the Programme.

(e) *Replacement of Contracting Parties.* With the agreement of the Executive Committee, acting by unanimity, and upon the request of a government, a Contracting Party designated by that government may be replaced by another party. In the event of

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such replacement, the replacement party shall assume the rights and obligations of a Contracting Party as provided in paragraph *(a)* above and in accordance with the procedure provided therein.

(f) *Withdrawal.* Any Contracting Party may withdraw from this Agreement either with the agreement of the Executive Committee, acting by unanimity, or by giving twelve months written Notice of Withdrawal to the Executive Director of the Agency, such Notice to be given not less than two years after the date hereof. The withdrawal of a Contracting Party under this paragraph shall not affect the rights and obligations of the other Contracting Parties.

(g) *Change of Status of Contracting Party.* A Contracting Party other than a government or an international organization shall forthwith notify the Executive Committee of any significant change in its status or ownership, or of its becoming bankrupt or entering into liquidation. The Executive Committee shall determine whether any such change in status of a Contracting Party significantly affects the interests of the other Contracting Parties; if the Executive Committee so determines, then, unless the Executive Committee, acting upon the unanimous decision of the other Contracting Parties, otherwise agrees:

(1) That Contracting Party shall be deemed to have withdrawn from the Agreement under paragraph *(f)* above on a date to be fixed by the Executive Committee; and

(2) The Executive Committee shall invite the government which designated that Contracting Party to designate, within a period of three months of the withdrawal of that Contracting Party, a different entity to become a Contracting Party; if approved by the Executive Committee, acting by unanimity, such entity shall become a Contracting Party with effect from the date on which it signs or accedes to this Agreement.

(h) *Failure to Fulfil Contractual Obligations.* Any Contracting Party which fails to fulfil its obligations under this Agreement within sixty days after its receipt of notice specifying the nature of such failure and invoking this paragraph, may be deemed by the Executive Committee, acting by unanimity, to have withdrawn from this Agreement.

Article 10

FINAL PROVISIONS

(a) *Term of Agreement.* This Agreement shall remain in force for an initial period of three years from the date hereof, and shall continue in force thereafter unless and until the Executive Committee, acting by unanimity, decides on its termination.

(b) *Legal Relationship of Contracting Parties.* Nothing in this Agreement shall be regarded as constituting a partnership between any of the Contracting Parties.

(c) *Amendment.* This Agreement and the Annex hereto may be amended at any time by the Executive Committee, acting by unanimity. Such amendments shall come into force in a manner determined by the Executive Committee, acting by unanimity.

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(d) Deposit. The original of this Agreement shall be deposited with the Executive Director of the Agency and a certified copy thereof shall be furnished to each Contracting Party. A copy of this Agreement shall be furnished to each Agency Participating Country, to each Member country of the Organisation for Economic Co-operation and Development and to the European Communities.

Done in Paris, this 27th day of July, 1978.

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For the KERNFORSCHUNSANLAGE JÜLICH GmbH
(designated by the Government of Germany): i.V. R. NEUMANN
i.V. J. NIERAAD

For the DEPARTMENT OF SCIENTIFIC
AND INDUSTRIAL RESEARCH
for and on behalf of the Government
of New Zealand: J. V. SCOTT

For the SWEDISH NATIONAL BOARD
FOR TECHNICAL DEVELOPMENT
(designated by the Government of Sweden): Hans COLLIANDER

For the CEMENT MAKERS' FEDERATION
(designated by the Government of the United Kingdom
of Great Britain and Northern Ireland): C. K. T. WHEEN

For the DEPARTMENT OF ENERGY
for and on behalf of the Government of the
United States of America: Herbert SALZMAN

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ANNEX

ENERGY CONSERVATION IN CEMENT MANUFACTURE

1. *Overall Objectives and Background*

(a) Overall Objectives. The objectives of the Programme are to

(i) Increase the efficiency of energy use in cement manufacture;

(ii) Make possible a reduction in the use in cement manufacture of premium fuels such as natural gas and imported oil by permitting increased use of high sulfur fuels, particularly high sulfur coals; and

(iii) Reduce the amount of energy needed to produce high quality concrete.

(b) Background. Significant opportunities for energy conservation exist in the energy-intensive cement industry. Over 80% of total plant energy is consumed in the rotary kiln, and there are important potential R and D contributions to energy savings in the kiln; in particular there is a need to make the introduction of the energy-saving precalciner compatible with the production of low-alkali cements. Energy savings could also be realized by substituting waste materials for certain amounts of energy-intensive portland cement, but this may affect the performance of concrete in structural applications; research is needed to determine the extent to which the use of "blended" cement can be increased. The increased use of high sulfur fuels poses a third set of problems with respect to limits of the sulfate content of cement. R and D is needed here to permit increased use of such fuels while ensuring a match between cement qualities and applications. Finally, increasing demand for low-alkali cements may mean increased energy use, and research is needed to make possible low-alkali cement manufacture without increased energy consumption.

2. *Means*

The Contracting Parties will undertake a co-ordinated Programme involving the sharing of tasks (as described in paragraph 3 below) in four R and D areas: (A) Kiln Research; (B) Blended Cements; (C) Sulfate Specifications and Possible Gypsum Substitutes; and (D) Alkali-Aggregate Reaction Research.

3. *Responsibilities of Contracting Parties*

The Task to be performed and the Responsible Contracting Parties are as follows:

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AREA A: KILN RESEARCH

Task A 1: Study of Energy Use in Cement Manufacture.

Phase 1 — Theoretical analysis of burning in the kiln and of the potential for energy conservation through modification of the burning process.

Phase 2 — Identification of R and D tasks related to kiln operations that would yield the greatest energy conservation gains relative to cost.

Responsible Contracting Party: Kernforschungsanlage Jülich GmbH (Germany).

Task A 2: Use of the Precalciner to Remove Alkali from Raw Materials. Laboratory studies will be used to evaluate the significance of differences in material, temperature, fineness and other key parameters on the efficiency of alkali removal. A bench-scale system will be used to evaluate the removal efficiency of air flow patterns, residence time, reactor configuration, burner type and other major variables. Efficiencies of scaling up from bench-scale to large-scale pilot plants will be evaluated.

Responsible Contracting Party: United States Department of Energy acting through the Portland Cement Association.

AREA B: BLENDED CEMENTS

Task B 1: Blended Cement Study. The energy content of concrete can be reduced by partially replacing Portland cement, which has very high energy requirements, with certain waste materials, which have almost no energy value. In this Task, research will be performed to determine "blended" concrete strength at early stages to establish a relationship between the strength qualities of slag cement and a hydraulic modulus of slag, and to investigate the durability of concrete made from blended cement.

Responsible Contracting Party: Swedish National Board for Technical Development acting through Cementa AB.

Task B 2: Energy Conservation Through Use of Waste Materials. Work under this Task is intended to provide technical bases for new performance-based standards that would permit the use of concrete with a lower energy content in appropriate circumstances. The work includes testing for sulfate resistance, alkali-aggregate reactivity and reactivity tests for slag and fly ashes.

Responsible Contracting Party: United States Department of Energy acting through the National Bureau of Standards.

Task B 3: Blended Cement Study. This Task consists of research into the use of high-lime fly ash, oil shale and naturally occuring materials in place of part of the cement content of concrete. Work will include investigation of the optimum conditions for the utilization of these materials, and of their effects on sulfate and acid resistance of concrete.

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Responsible Contracting Party : New Zealand Department of Scientific and Industrial Research.

AREA C: SULFATE SPECIFICATIONS AND POSSIBLE GYPSUM SUBSTITUTES

Task C 1: Sulfate Specifications as a Constraint to Gypsum Addition. Studies under this Task will cover alternative methods of controlling concrete set, methods of detering sulfate-induced expansion, investigations of carbonates as substitutes for gypsum, and investigation of possible influences of cement manufacture on the expansive potential of high-sulfate clinkers.

Responsible Contracting Party: United States Department of Energy acting through the Portland Cement Association.

Task C 2: Maximum Sulfate Levels. This Task will consist of research to establish the maximum permissible sulfate levels in cement which are consistent with concrete durability and volumetric stability, taking into account clinker chemistry, clinker mineralogy and cement fineness. The maximum sulfate levels so derived will be expressed in terms of gypsum addition (or the addition of other calcium sulfate derivatives).

Responsible Contracting Party: Cement Makers' Federation (United Kingdom).

AREA D: ALKALI-AGGREGATE REACTION RESEARCH

Task D 1: Minimization of Alkali-Silica Reactions. In this Task, the effectiveness of pozzolans and slags blended with Portland cement in minimizing alkali-aggregate reaction will be investigated. In addition, work is to be performed to develop criteria for evaluating degrees of reactivity and to develop criteria for recognizing reactive aggregates not delected by current criteria but known to be reactive by their behaviour in structures.

Responsible Contracting Party: United States Department of Energy acting through the Corps of Engineers.

Task D 2: Experimental Methods for Study of Alkali-Silica Reactions. In this Task, experimental methods originating from prior work will be utilized, with appropriate refinements, to study pore solution characteristics of reacting mortars, to verify reaction kinetics, to investigate local chemical and micro-structural changes at reacting grains, to study synthetic gels, to investigate the threshold of alkali-attack, and to investigate the beneficial impact of pozzolans on alkali-induced expansions.

Responsible Contracting Party: United States Department of Energy acting through Purdue University.

Task D 3: Alkali-aggregate Study. This Task covers work on the reactivity of siltstone-sandstone rocks (greywacke) with cement alkalis, including investigation

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of conditions for the safe utilization of reactive aggregates with medium to high alkali cements.

Responsible Contracting Party: New Zealand Department of Scientific and Industrial Research.

Each Responsible Contracting Party will, at least semi-annually, provide the Operating Agent with a report on the progress of work under its Task.

4. *Operating Agent*

United States Department of Energy.

5. *Specific Responsibilities of the Operating Agent*

Co-ordination among Tasks within each area of investigation and overall co-ordination of work between the four areas of investigation will be assured by the Operating Agent.

The Operating Agent shall be responsible for:

(a) Finalizing the detailed work plans for each Task in collaboration with each Responsible Contracting Party, and submitting a draft annual Programme of Work to the Executive Committee not later than two months before the end of each year;

(b) Ensuring that duplication of research efforts is avoided or minimized;

(c) Co-ordinating the exchange of information through publications, reports, meetings and conferences;

(d) Reporting the progress of the work under the Annex to the Executive Committee at least semi-annually; and

(e) Submitting a Final Report to the Executive Committee within three months after the completion of the initial three-year period and at such other times as the Executive Committee may request.

6. *Funding*

Funding shall be borne by the Contracting Parties in accordance with Article 5 *(a)* (1) of the Agreement.

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The Legal Advisor of the International Energy Agency hereby certifies that the present copy conforms to the original text deposited with the Executive Director of the International Energy Agency (as amended to the date hereof, by agreement of the Contracting Parties).

Paris, 20th June, 1980

THE LEGAL ADVISOR:

RICHARD F. SCOTT

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MULTILATERAL

Energy: Conservation Through Energy Storage

Implementing agreement done at Paris September 22, 1978;
Entered into force with respect to the United States of America
February 21, 1979.

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT FOR A PROGRAMME OF RESEARCH AND DEVELOPMENT ON ENERGY CONSERVATION THROUGH ENERGY STORAGE

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT FOR A PROGRAMME OF RESEARCH AND DEVELOPMENT ON ENERGY CONSERVATION THROUGH ENERGY STORAGE

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments or international organizations or parties designated by their respective governments pursuant to Article III of the Guiding Principles for Co-operation in the Field of Energy Research and Development adopted by the Governing Board of the International Energy Agency (the "Agency") on 28th July, 1975, [1] wish to take part in the establishment and operation of a Programme of Research and Development on Energy Conservation through Energy Storage (the "Programme") as provided in this Agreement;

CONSIDERING that the Contracting Parties which are governments and the governments of the other Contracting Parties (referred to collectively as the "Governments") participate in the Agency and have agreed in Article 41 of the Agreement on an International Energy Program [2] (the "I.E.P. Agreement") to undertake national programmes in the areas set out in Article 42 of the I.E.P. Agreement, including research and development on energy conservation in which field the Programme will be carried out;

CONSIDERING that in the Governing Board of the Agency on 22nd September, 1978 the Governments approved the Programme as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognized the establishment of the Programme as an important component of international co-operation in the field of energy conservation;

[1] TIAS 8229; 27 UST 249.
[2] Done Nov. 18, 1974. TIAS 8278; 27 UST 1708.

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HAVE AGREED as follows:

Article 1

OBJECTIVES

(a) *Scope of Activity.* The Programme to be carried out by the Contracting Parties within the framework of this Agreement shall consist of co-operative research, development, demonstrations and exchanges of information regarding energy conservation through energy storage.

(b) *Method of Implementation.* The Contracting Parties shall implement the Programme by undertaking one or more tasks (the "Task" or "Tasks") each of which will be open to participation by two or more Contracting Parties as provided in Article 2 hereof. The Contracting Parties which participate in a particular Task are, for the purposes of that Task, referred to in this Agreement as "Participants".

(c) *Task Co-ordination and Co-operation.* The Contracting Parties shall co-operate in co-ordinating the work of the various Tasks and shall endeavour, on the basis of an appropriate sharing of burdens and benefits, to encourage co-operation among Participants engaged in the various Tasks with the objective of advancing the research and development activities of all Contracting Parties in the field of energy conservation through energy storage.

Article 2

IDENTIFICATION AND INITIATION OF TASKS

(a) *Identification.* The Tasks undertaken by Participants are identified in the Annexes to this Agreement. At the time of signing this Agreement, each Contracting Party shall confirm its intention to participate in one or more Tasks by giving the Executive Director of the Agency a Notice of Participation in the relevant Annex or Annexes and the Operating Agent for each Task shall give the Executive Director of the Agency a Notice of Acceptance of the Task Annex. Thereafter, each Task shall be carried out in accordance with the procedures set forth in Articles 2 to 11 hereof, unless otherwise specifically provided in the applicable Annex.

(b) *Initiation of Additional Tasks.* Additional Tasks may be initiated by any Contracting Party according to the following procedure:

(1) A Contracting Party wishing to initiate a new Task shall present to one or more Contracting Parties for approval a draft Annex, similar in form to the Annexes attached hereto, containing a description of the scope of work and conditions of the Task proposed to be performed;

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(2) Whenever two or more Contracting Parties agree to undertake a new Task, they shall submit the draft Annex for approval by the Executive Committee pursuant to Article 3 *(e)* (2) hereof; the approved draft Annex shall become part of this Agreement; Notice of Participation in the Task by Contracting Parties and acceptance by the Operating Agent shall be communicated to the Executive Director in the manner provided in paragraph *(a)* above;

(3) In carrying out the various Tasks, Participants shall co-ordinate their activities in order to avoid duplication of activities.

(c) *Application of Task Annexes.* Each Annex shall be binding only upon the Participants therein and upon the Operating Agent for that Task, and shall not affect the rights or obligations of other Contracting Parties.

Article 3

THE EXECUTIVE COMMITTEE

(a) *Supervisory Control.* Control of the Programme shall be vested in the Executive Committee constituted under this Article.

(b) *Membership.* The Executive Committee shall consist of one member designated by each Contracting Party; each Contracting Party shall also designate an alternate member to serve on the Executive Committee in the event that its designated member is unable to do so.

(c) *Responsibilities.* The Executive Committee shall:

(1) Adopt for each year, acting by unanimity, the Programme of Work, and Budget if foreseen, for each Task, together with an indicative Programme of Work and Budget for the following two years; the Executive Committee may, as required, make adjustments within the framework of the Programme of Work and Budget;

(2) Make such rules and regulations as may be required for the sound management of the Tasks, including financial rules as provided in Article 6 hereof;

(3) Carry out the other functions conferred upon it by this Agreement and the Annexes hereto; and

(4) Consider any matters submitted to it by any of the Operating Agents or by any Contracting Party.

(d) *Procedure.* The Executive Committee shall carry out its responsibilities in accordance with the following procedures:

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(1) The Executive Committee shall each year elect a Chairman and one or more Vice-Chairmen;

(2) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning. A representative of the Agency and a representative of each Operating Agent (in its capacity as such) may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;

(3) The Executive Committee shall meet in regular session twice each year; a special meeting shall be convened upon the resquest of any Contracting Party which can demonstrate the need therefor;

(4) Meetings of the Executive Committee shall be held at such time and in such office or offices as may be designated by the Committee;

(5) At least twenty-eight days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be given to each Contracting Party and to other persons or entities entitled to attend the meeting; notice need not be given to any person or entity otherwise entitled thereto if notice is waived before or after the meeting;

(6) The quorum for the transaction of business in meetings of the Executive Committee shall be one-half of the members plus one (less any resulting fraction) provided that any action relating to a particular Task shall require a quorum as aforesaid of members or alternate members designated by the Participants in that Task.

(e) Voting.

(1) When the Executive Committee adopts a decision or recommendation for or concerning a particular Task, the Executive Committee shall act:

(i) When unanimity is required under this Agreement: by agreement of those members or alternate members which were designated by the Participants in that Task and which are present and voting;

(ii) When no express voting provision is made in this Agreement: by majority vote of those members or alternate members which were designated by the Participants in that Task and which are present and voting.

(2) In all other cases in which this Agreement expressly requires the Executive Committee to act by unanimity, this shall require the agreement of each member or alternate member present and voting, and in respect of all other decisions and recommendations for which no express voting provision is made in this Agreement, the Executive Committee shall act by a majority vote of the members or alternate members present and voting. If a government has designated more than one Contracting Party to this Agreement, those Contracting Parties may cast only one vote under this paragraph.

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(3) The decisions and recommendations referred to in sub-paragraphs (1) and (2) above may, with the agreement of each member or alternate member entitled to act thereon, be made by mail, telex or cable without the necessity for calling a meeting. Such action shall be taken by unanimity or majority of such members as in a meeting. The Chairman of the Executive Committee shall ensure that all members are informed of each decision or recommendation made pursuant to this sub-paragraph.

(f) *Reports.* The Executive Committee shall, at least annually, provide the Agency with periodic reports on the progress of the Programme.

Article 4

THE OPERATING AGENTS

(a) *Designation.* Participants shall designate in the relevant Annex an Operating Agent for each Task. References in this Agreement to the Operating Agent shall apply to each Operating Agent in respect of the Task for which it is responsible.

(b) *Scope of Authority to Act on Behalf of Participants.* Subject to the provisions of the applicable Annex:

(1) All legal acts required to carry out each Task shall be performed on behalf of the Participants by the Operating Agent for the Task;

(2) The Operating Agent shall hold, for the benefit of the Participants, the legal title to all property rights which may accrue to or be acquired for the Task.

The Operating Agent shall operate the Task under its supervision and responsibility, subject to this Agreement, in accordance with the law of the country of the Operating Agent.

(c) *Reimbursement of Costs.* The Executive Committee may provide that expenses and costs incurred by an Operating Agent in acting as such pursuant to this Agreement shall be reimbursed to the Operating Agent from funds made available by the Participants pursuant to Article 6 hereof.

(d) *Replacement.* Should the Executive Committee wish to replace an Operating Agent with another government or entity, the Executive Committe may, acting by unanimity and with the consent of such government or entity, replace the initial Operating Agent. References in this Agreement to the "Operating Agent" shall include any government or entity appointed to replace the original Operating Agent under this paragraph.

(e) *Resignation.* An Operating Agent shall have the right to resign at any time, by giving six months written notice to that effect to the Executive Committee, provided that:

(1) A Participant, or entity designated by a Participant, is at such time

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willing to assume the duties and obligations of the Operating Agent and so notifies the Executive Committee and the other Participants to that effect, in writing, not less than three months in advance of the effective date of such resignation; and

(2) Such Participant or entity is approved by the Executive Committee, acting by unanimity.

(f) Accounting. An Operating Agent which is replaced or which resigns as Operating Agent shall provide the Executive Committee with an accounting of any monies and other assets which it may have collected or acquired for the Task in the course of carrying out its responsibilities as Operating Agent.

(g) Transfer of Rights. In the event that another Operating Agent is appointed under paragraph *(d)* or *(e)* above, the Operating Agent shall transfer to such replacement Operating Agent any property rights which it may hold on behalf of the Task.

(h) Information and Reports. Each Operating Agent shall furnish to the Executive Committee such information concerning the Task as the Committee may request and shall each year submit, not later than two months after the end of the financial year, a report on the status of the Task.

Article 5

ADMINISTRATION AND STAFF

(a) Administration of Tasks. Each Operating Agent shall be responsible to the Executive Committee for implementing its designated Task in accordance with this Agreement, the applicable Task Annex, and the decisions of the Executive Committee.

(b) Staff. It shall be the responsibility of the Operating Agent to retain such staff as may be required to carry out its designated Task in accordance with rules determined by the Executive Committee. The Operating Agent may also, as required, utilize the services of personnel employed by other Participants (or organizations or other entities designated by Contracting Parties) and made available to the Operating Agent by secondment or otherwise. Such personnel shall be remunerated by their respective employers and shall, except as provided in this Article, be subject to their employers' conditions of service. The Contracting Parties shall be entitled to claim the appropriate cost of such remuneration or to receive an appropriate credit for such cost as part of the Budget of the Task, in accordance with Article 6 *(f)* (6) hereof.

Article 6

FINANCE

(a) Individual Obligations. Each Contracting Party shall bear the costs it incurs in carrying out this Agreement, including the costs of formulating or transmitting reports

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and of reimbursing its employees for travel and other per diem expenses incurred in connection with work carried out on the respective Tasks, unless provision is made for such costs to be reimbursed from common funds as provided in paragraph *(g)* below.

(b) *Common Financial Obligations.* Participants wishing to share the costs of a particular Task shall agree in the appropriate Task Annex to do so. The apportionment of contributions to such costs (whether in the form of cash, services rendered, intellectual property or the supply of materials) and the use of such contributions shall be governed by the regulations and decisions made pursuant to this Article by the Executive Committee.

(c) *Financial Rules, Expenditure.* The Executive Committee, acting by unanimity, may make such regulations as are required for the sound financial management of each Task including, where necessary:

(1) Establishment of budgetary and procurement procedures to be used by the Operating Agent in making payments from any common funds which may be maintained by Participants for the account of the Task or in making contracts on behalf of the Participants;

(2) Establishment of minimum levels of expenditure for which Executive Committee approval shall be required, including expenditure involving payment of monies to the Operating Agent for other than routine salary and administrative expenses previously approved by the Executive Committee in the budget process.

In the expenditure of common funds, the Operating Agent shall take into account the necessity of ensuring a fair distribution of such expenditure in the Participants' countries, where this is fully compatible with the most efficient technical and financial management of the Task.

(d) *Crediting of Income to Budget.* Any income which accrues from a Task shall be credited to the Budget of that Task.

(e) *Accounting.* The system of accounts employed by the Operating Agent shall be in accordance with accounting principles generally accepted in the country of the Operating Agent and consistently applied.

(f) *Programme of Work and Budget, Keeping of Accounts.* Should Participants agree to maintain common funds for the payment of obligations under a Programme of Work and Budget of the Task, the following provisions shall be applicable unless the Executive Committee, acting by unanimity, decides otherwise:

(1) The financial year of the Task shall correspond to the financial year of the Operating Agent;

(2) The Operating Agent shall each year prepare and submit to the Executive Committee for approval a draft Programme of Work and Budget, together with an indicative programme of work and budget for the following two years, not later than three months before the beginning of each financial year;

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(3) The Operating Agent shall maintain complete, separate financial records which shall clearly account for all funds and property coming into the custody or possession of the Operating Agent in connection with the Task;

(4) Not later than three months after the close of each financial year the Operating Agent shall submit to auditors selected by the Executive Committee for audit the annual accounts maintained for the Task; upon completion of the annual audit, the Operating Agent shall present the accounts together with the auditors' report to the Executive Committee for approval;

(5) All books of account and records maintained by the Operating Agent shall be preserved for at least three years from the date of termination of the Task;

(6) Where provided in the relevant Annex, a Participant supplying services, materials or intellectual property to the Task shall be entitled to a credit, determined by the Executive Committee, acting by unanimity, against its contribution (or to compensation, if the value of such services, materials or intellectual property exceeds the amount of the Participant's contribution); such credits for services of staff shall be calculated on an agreed scale approved by the Executive Committee and include all payroll-related costs.

(g) Contribution to Common Funds. Should Participants agree to establish common funds under the annual Programme of Work and Budget for a Task, any financial contributions due from Participants in a Task shall be paid to the Operating Agent in the currency of the country of the Operating Agent at such times and upon such other conditions as the Executive Committee, acting by unanimity, shall determine, provided however that:

(1) Contributions received by the Operating Agent shall be used solely in accordance with the Programme of Work and Budget for the Task;

(2) The Operating Agent shall be under no obligation to carry out any work on the Task until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received.

(h) Ancillary Services. Ancillary services may, as agreed between the Executive Committee and the Operating Agent, be provided by that Operating Agent for the operation of a Task and the costs of such services, including overheads connected therewith, may be met from budgeted funds of that Task.

(i) Taxes. The Operating Agent shall pay all taxes and similar impositions imposed by national or local governments and incurred by it in connection with a Task, as expenditure incurred in the operation of that Task under the Budget; the Operating Agent shall, however, endeavour to obtain all possible exemptions from such taxes.

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(j) *Audit.* Each Participant shall have the right, at its sole cost, to audit the accounts of any work in a Task for which common funds are maintained, on the following terms:

(1) The Operating Agent shall provide the other Participants with an opportunity to participate in such audits on a cost-shared basis;

(2) Accounts and records relating to activities of the Operating Agent other than those conducted for the Task shall be excluded from such audit, but if the Participant concerned requires verification of charges to the Budget representing services rendered to the Task by the Operating Agent, it may at its own cost request and obtain an audit certificate in this respect from the auditors of the Operating Agent;

(3) Not more than one such audit shall be required in any financial year;

(4) Any such audit shall be carried out by not more than three representatives of the Participants.

Article 7

INFORMATION AND INTELLECTUAL PROPERTY

It is expected that for each Task agreed to pursuant to this Agreement, the applicable Annex will contain information and intellectual property provisions. The General Guidelines Concerning Information and Intellectual Property, approved by the Governing Board of the Agency on 21st November, 1975,[1] shall be taken into account in developing such provisions.

Article 8

LEGAL RESPONSIBILITY AND INSURANCE

(a) *Liability of Operating Agent.* The Operating Agent shall use all reasonable skill and care in carrying out its duties under this Agreement in accordance with all applicable laws and regulations. Except as otherwise provided in this Article, the cost of all damage to property, and all expenses associated with claims, actions and other costs arising from work undertaken with common funds for a Task shall be charged to the Budget of that Task; such costs and expenses arising from other work undertaken for a Task shall be charged to the Budget of that Task if the Task Annex so provides or the Executive Committee, acting by unanimity, so decides.

(b) *Insurance.* The Operating Agent shall propose to the Executive Committee all necessary liability, fire and other insurance, and shall carry such insurance as the

[1] TIAS 8229; 27 UST 252.

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Executive Committee may direct. The cost of obtaining and maintaining insurance shall be charged to the Budget of the Task.

(c) Indemnification of Contracting Parties. The Operating Agent shall be liable, in its capacity as such, to indemnify Participants against the cost of any damage to property and all legal liabilities, actions, claims, costs and expenses connected therewith to the extent that they:

(1) Result from the failure of the Operating Agent to maintain such insurance as it may be required to maintain under paragraph *(b)* above; or

(2) Result from the gross negligence or wilful misconduct of any officers or employees of the Operating Agent in carrying out their duties under this Agreement.

Article 9

LEGISLATIVE PROVISIONS

(a) Accomplishment of Formalities. Each Participant shall request the appropriate authorities of its country (or its Member States in the case of an international organization) to use their best endeavours, within the framework of applicable legislation, to facilitate the accomplishment of formalities involved in the movement of persons, the importation of materials and equipment and the transfer of currency which shall be required to conduct the Task in which it is engaged.

(b) Applicable Laws. In carrying out this Agreement and its Annexes, the Contracting Parties shall be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to the constitution, laws and regulations applicable to the respective Contracting Parties, including, but not limited to, laws establishing prohibitions upon the payment of commissions, percentages, brokerage or contingent fees to persons retained to solicit governmental contracts and upon any share of such contracts accruing to governmental officials.

(c) Decisions of Agency Governing Board. Participants in the various Tasks shall take account, as appropriate, of the Guiding Principles for Co-operation in the Field of Energy Research and Development, and any modification thereof, as well as other decisions of the Governing Board of the Agency in that field. The termination of the Guiding Principles shall not affect this Agreement, which shall remain in force in accordance with the terms hereof.

(d) Settlement of Disputes. Any dispute among the Contracting Parties concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement shall be referred to a tribunal of three arbitrators to be chosen by the Contracting Parties concerned who shall also choose the Chairman of the tribunal. Should the Contracting Parties concerned fail to agree upon the composition of the tribunal or the selection of its Chairman, the President of the

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International Court of Justice shall, at the request of any of the Contracting Parties concerned, exercise those responsibilities. The tribunal shall decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and its decision on a question of fact shall be final and binding on the Contracting Parties concerned. Operating Agents which are not Contracting Parties shall be regarded as Contracting Parties for the purpose of this paragraph.

Article 10

ADMISSION AND WITHDRAWAL OF CONTRACTING PARTIES

(a) *Admission of New Contracting Parties: Agency Countries.* Upon the invitation of the Executive Committee, acting by unanimity, admission to this Agreement shall be open to the government of any Agency Participating Country (or a national agency, public organization, private corporation, company or other entity designated by such government), which signs or accedes to this Agreement, accepts the rights and obligations of a Contracting Party, and is accepted for participation in at least one Task by the Participants in that Task, acting by unanimity. Such admission of a Contracting Party shall become effective upon the signature of this Agreement by the new Contracting Party or its accession thereto and its giving Notice of Participation in one or more Annexes and the adoption of any consequential amendments thereto.

(b) *Admission of New Contracting Parties: Other OECD Countries.* The government of any Member of the Organisation for Economic Co-operation and Development which does not participate in the Agency may, on the proposal of the Executive Committee, acting by unanimity, be invited by the Governing Board of the Agency to become a Contracting Party to this Agreement (or to designate a national agency, public organization, private corporation, company or other entity to do so), under the conditions stated in paragraph *(a)* above.

(c) *Admission of New Participants in Tasks.* Any Contracting Party may, with the agreement of the Participants in a Task, acting by unanimity, become a Participant in that Task. Such participation shall become effective upon the Contracting Party's giving the Executive Director of the Agency a Notice of Participation in the appropriate Task Annex and the adoption of consequential amendments thereto.

(d) *Contributions.* The Executive Committee may require, as a condition to admission to participation, that the new Contracting Party or new Participant shall contribute (in the form of cash, services or materials) an appropriate proportion of the prior budget expenditure of any Task in which it participates.

(e) *Replacement of Contracting Parties.* With the agreement of the Executive Committee, acting by unanimity, and upon the request of a government, a Contracting Party designated by that government may be replaced by another party. In the event of such replacement, the replacement party shall assume the rights and obligations of a Contracting Party as provided in paragraph *(a)* above and in accordance with the procedure provided therein.

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(f) *Withdrawal.* Any Contracting Party may withdraw from this Agreement or from any Task either with the agreement of the Executive Committee, acting by unanimity, or by giving twelve months written Notice of Withdrawal to the Executive Director of the Agency, such Notice to be given not less than one year after the date hereof. The withdrawal of a Contracting Party under this paragraph shall not affect the rights and obligations of the other Contracting Parties; except that, where the other Contracting Parties have contributed to common funds for a Task, their proportionate shares in the Task Budget shall be adjusted to take account of such withdrawal.

(g) *Changes of Status of Contracting Party.* A Contracting Party other than a government or an international organization shall forthwith notify the Executive Committee of any significant change in its status or ownership, or of its becoming bankrupt or entering into liquidation. The Executive Committee shall determine whether any such change in status of a Contracting Party significantly affects the interests of the other Contracting Parties; if the Executive Committee so determines, then, unless the Executive Committee, acting upon the unanimous decision of the other Contracting Parties, otherwise agrees:

(1) That Contracting Party shall be deemed to have withdrawn from the Agreement under paragraph *(f)* above on a date to be fixed by the Executive Committee; and

(2) The Executive Committee shall invite the government which designated that Contracting Party to designate, within a period of three months of the withdrawal of that Contracting Party, a different entity to become a Contracting Party; if approved by the Executive Committee, acting by unanimity, such entity shall become a Contracting Party with effect from the date on which it signs or accedes to this Agreement and gives the Executive Director of the Agency a Notice of Participation in one or more Annexes.

(h) *Failure to Fulfil Contractual Obligations.* Any Contracting Party which fails to fulfil its obligation under this Agreement within sixty days after its receipt of notice specifying the nature of such failure and invoking this paragraph, may be deemed by the Executive Committee, acting by unanimity, to have withdrawn from this Agreement.

Article 11

FINAL PROVISIONS

(a) *Term of Agreement.* This Agreement shall remain in force for an initial period of three years from the date hereof, and shall continue in force thereafter unless and until the Executive Committee, acting by unanimity, decides on its termination.

(b) *Legal Relationship of Contracting Parties and Participants.* Nothing in this Agreement shall be regarded as constituting a partnership between any of the Contracting Parties or Participants.

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(c) ***Termination.*** Upon termination of this Agreement, or any Annex to this Agreement, the Executive Committee, acting by unanimity, shall arrange for the liquidation of the assets of the Task or Tasks. In the event of such liquidation, the Executive Committee shall, so far as practicable, distribute the assets of the Task, or the proceeds therefrom, in proportion to the contributions which the Participants have made from the beginning of the operation of the Task, and for that purpose shall take into account the contributions and any outstanding obligations of former Contracting Parties. Disputes with a former Contracting Party about the proportion allocated to it under this paragraph shall be settled under Article 9 *(d)* hereof, for which purpose a former Contracting Party shall be regarded as a Contracting Party.

(d) ***Amendment.*** This Agreement may be amended at any time by the Executive Committee, acting by unanimity, and any Annex to this Agreement may be amended at any time by the Executive Committee, acting by unanimity of the Participants in the Task to which the Annex refers. Such amendments shall come into force in a manner determined by the Executive Committee, acting under the voting rule applicable to the decision to adopt the amendment.

(e) ***Deposit.*** The original of this Agreement shall be deposited with the Executive Director of the Agency and a certified copy thereof shall be furnished to each Contracting Party. A copy of this Agreement shall be furnished to each Agency Participating Country and to each Member country of the Organisation for Economic Co-operation and Development.

Done in Paris, this 22nd day of September, 1978.

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For the GOVERNMENT OF BELGIUM:	H. ROBINET
For the COMMISSION OF THE EUROPEAN COMMUNITIES:	GÜNTER SCHUSTER
For the MINISTRY OF TRADE AND INDUSTRY for and on behalf of the Government of Denmark:	VAGN KORSBAEK
For the KERNFORSCHUNGSANLAGE JÜLICH GmbH (designated by the Government of Germany):	STÖCKER
For the STICHTING ENERGIEONDERZOEK CENTRUM NEDERLAND (designated by the Government of the Netherlands):	J. PELSER
For the NATIONAL SWEDISH BOARD FOR ENERGY SOURCE DEVELOPMENT (designated by the Government of Sweden):	HANS COLLIANDER
For the OFFICE FÉDÉRAL DE L'ECONOMIE ENERGÉTIQUE for and on behalf of the Government of Switzerland:	A. GRÜBEL Subject to ratification
For the DEPARTMENT OF ENERGY for and on behalf of the Government of the United States of America:	ROBERT G. MORRIS

L'UNIVERSITÉ DE NEUCHÂTEL, acting through its CENTRE d'HYDROGÉOLOGIE, hereby accepts the rights and powers and agrees to carry out the obligations and functions of the Operating Agent for Annex I as provided in the above Agreement and Annex I thereof.

For the UNIVERSITÉ DE NEUCHÂTEL:	A. BURGER

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Annex I

LARGE SCALE THERMAL STORAGE SYSTEMS

1. *Objectives*

(a) The first objective of this Task is to undertake preliminary design studies of a variety of large-scale, low-temperature thermal storage systems.

(b) The second objective is to carry out comparative evaluations of the design studies, and to select at least one to be the basis of a proposed, jointly-funded hardware demonstration project.

2. *Means*

(a) The work under this Annex will be carried out on a task-sharing basis, with each Participant responsible for carrying out one or more preliminary design studies as specified below in paragraph 3, and providing copies of these to the Executive Committee for use in the technical evaluations.

(b) The Participants in this Annex may establish, in the Executive Committee, a Technical Working Group for the purpose of carrying out technical evaluations of the design studies.

3. *Responsibilities of the Participants*

(a) *Belgium.* A design and technical optimization study of a large-diameter, modular, vertical reservoir system. A mathematical model of the system will be developed and laboratory and semi-industrial scale pilot systems may be constructed.

Study Cost: BF 10,000,000.

Estimated Date of Completion: Mid-1980.

(b) *Commission of the European Communities.* There will be carried out a design study of an aquifer thermal storage facility for use with a district heating system. The study will include basic biological, soil chemistry, and physical investigations. The storage cycle will be simulated on a laboratory scale.

Study Cost: DM 600,000.

Estimated Date of Completion: June 1979.

(c) *Denmark.* A design study of an aquifer storage facility with a capacity of 100,000 m^3 will be carried out. The study comprises the development of mathematical models (DKr 1,950,000), site-specific geological and

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hydrological studies (DKr 500,000), and the design of a specific plant (DKr 500,000).

Study Cost: DKr 2,950,000.

Estimated Date of Completion: Mid-1980.

(d) Germany. A general economic and technical study will be undertaken of energy storage systems for both heat and electricity, and their combination with different heating systems such as heat pumps, heat-power plants, etc. The aim of this study will be to optimize overall energy conversion efficiency of heating systems that include storage. Cost-benefit analyses will also be made.

Study Cost: DM 1,100,000.

Estimated Date of Completion: Late 1978.

(e) Sweden

(1) Lake Storage

A conceptual design study will be made of warm water storage in part of a natural lake or bay that is thermally insulated from the surrounding water and atmosphere. The volume would be on the order of 1 million m^3, with maximum water temperatures of 80-95 °C.

Study Cost: SwKr 900,000.

Estimated Date of Completion: October 1978.

(2) Aquifer Storage

A preliminary study will be carried out of large scale heat storage in aquifers including geological, hydrogeological and thermohydraulical studies. Estimates will be made of heat losses; studies will be made of technical installations, environmental and legal aspects, and costs.

Study Cost: SwKr 335,000.

Estimated Date of Completion: Summer 1978.

(f) Switzerland. A conceptual design study will be made of a 600,000 m^3 underground seasonal heat storage accumulator in an aquifer. The accumulator would consist of a central well equipped with 2 levels of 6 radiating drains, one near the top of the aquifer, the other at the bottom. The drains would permit injection and recovery of warm water. Industrial waste would be used as input, and the heat extracted would be used in district heating or in industry.

Study Cost: SFr 280,000.

Estimated Date of Completion: End 1979.

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(g) United States

(1) JKF Airport Project

This project will investigate the technical and economic feasibility of a system for the seasonal storage of winter-chilled water in an aquifer for the summer cooling of JFK Airport (Long Island, New York) terminal buildings. The preliminary design and cost estimates for the cold-capture, injection recovery wells, and storage subsystems will be developed. A plan for field testing to explore the aquifer behaviour and to evaluate the effects on the groundwater reservoir will be prepared. A preliminary system cost-effectiveness study will provide input to the decision as to whether to proceed with subsequent phases of the project.

Study Cost: $102,180.

Estimated Date of Completion: Summer 1978.

(2) Aquifer Storage

This study will consider the feasibility of storing waste heat from a primary aluminium plant in Bellingham, Washington in aquifers for subsequent use in the district heating of residential and commercial buildings.

Study Cost: $89,500.

Estimated Date of Completion: Summer 1978.

(3) Computer Model Verification

In order to assist the verification of computer models used to predict aquifer performance the U.S. Participant will, upon request, supply other Participants with input tapes containing data prepared for the Auburn University Aquifer Project.

Cost: $150,000.

(h) Executive Committee. The Executive Committee, acting by unanimity, will assign responsibility to one or more Participants for the carrying out under its guidance of comparative evaluations of all design studies produced under this Task.

Level of Effort: Six man-months.

4. *Time Schedule*

(a) Phase I: Conceptual Design Studies
May 1978 to End 1979.

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(b) Phase II: Comparative Evaluation and Selection of Hardware Project Proposal(s)

(i) October-December 1978

(ii) December 1979-March 1980.

This Annex shall remain in force for an initial period of two years from the date hereof, and may be extended by the Executive Committee, acting by unanimity.

5. *Operating Agent*

Université de Neuchâtel, acting through its Centre d'Hydrogéologie (Switzerland).

6. *Responsibilities of the Operating Agent*

The Operating Agent shall prepare and circulate to Participants interim, annual and final reports on the work of the Task as decided by the Executive Committee.

7. *Information and Intellectual Property*

(a) Executive Committee's Powers. The publication, distribution, handling, protection, and ownership of information and intellectual property arising from this *Annex I* to the IEA Implementing Agreement for a Programme of R and D on Energy Conservation through Energy Storage (hereinafter called *Annex I)* shall be determined by the Executive Committee, acting by unanimity, in conformity with this Agreement.

(b) Right to Publish. Subject only to copyright restrictions, the *Annex I* Participants shall have the right to publish all information provided to or arising from *Annex I* except proprietary information.

(c) Proprietary Information. The *Annex I* Participants shall take all necessary measures in accordance with this paragraph, the laws of their respective countries and international law to protect proprietary information. For the purposes of this Annex, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentiality; and

(3) Is not already in the possession of the recipient *Annex I* Participant without obligation concerning its confidentiality.

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It shall be the responsibility of each Participant supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

(d) Production of Relevant Information by Governments. The Operating Agent should encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task.

(e) Production of Available Information by Participants. Each Participant agrees to provide to the Operating Agent all previously existing information, and information developed independently of the Task, which is needed by the Operating Agent to carry out its functions in this Task and which is freely at the disposal of the Participant and the transmission of which is not subject to any contractual and/or legal limitations:

(1) If no substantial cost is incurred by the Participant in making such information available, at no charge to the Task therefor;

(2) If substantial costs must be incurred by the Participant to make such information available, at such charges to the Task as shall be agreed between the Operating Agent and the Participant with the approval of the Executive Committee.

(f) Acquisition of Information for the Task. Each Participant shall inform the Operating Agent of the existence of information that can be of value to the Task, but which is not freely available, and the Participant shall endeavour to make the information available to the Task under reasonable conditions, in which event the Executive Committee may, acting by unanimity, decide to acquire such information.

(g) Reports on Work Performed under the Task. The Operating Agent shall provide reports of all work performed under the Task and the results thereof, including studies, assessments, analyses, evaluations and other documentation to the Executive Committee.

(h) Copyright. The Operating Agent or each Participant for its own results may take appropriate measures necessary to protect copyrightable material generated under this Task. Copyrights obtained shall be the property of that Participant or the Operating Agent, for the benefit of the Participants, provided, however, that *Annex I* Participants may reproduce and distribute such material, but shall not publish it with a view to profit, except as otherwise directed by the Executive Committee.

(i) Authors. Each *Annex I* Participant will, without prejudice to any rights of authors under its national laws, take necessary steps to provide the co-operation from its authors required to carry out the provisions of this paragraph. Each *Annex I* Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

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8. ***Participants in this Task***

The Contracting Parties which are Participants in this Task are the following:

The Government of Belgium,

The Commission of the European Communities,

The Ministry of Trade and Industry (Denmark),

Kernforschungsanlage Jülich GmbH (Germany),

The National Swedish Board for Energy Source Development,

Office Fédéral de l'Economie Energétique (Switzerland),

The Department of Energy (United States of America).

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Annex II

LAKE STORAGE DEMONSTRATION IN MANNHEIM

1. *Objective*

The objective of this Task is to obtain operational experience in the construction and operation of a large-scale insulated, artificial body of water in which waste heat is stored for seasonal use.

2. *Means*

A jointly-funded demonstration project will be undertaken involving the construction and operation by the Operating Agent of an insulated storage lake, having a capacity of 30,000 cubic meters, in the city of Mannheim, Germany. Waste heat at a temperature level of up to 95 °C from a nearby fossil fuel electricity generating station will be stored in the lake and used during the heating season in a district heating grid. Emphasis will be placed on the following research questions:

(a) Construction techniques ;

(b) Rain-water removal;

(c) Charging and discharging facilities;

(d) Temperature stratification;

(e) Long-term materials studies;

(f) Heat losses;

(g) Temperature field of the surrounding soil;

(h) Biological effects;

(i) Conditioning of the water;

(j) Ease of repair;

(k) Safety questions;

(l) Removal of the groundwater during the construction period;

(m) Optimization of operating mode;

(n) Methods for improved utilization;

(o) Calculation and comparison of costs with alternative systems;

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(p) Use of the storage for medium-term storage purposes; and

(q) Scaling up to economically feasible sizes.

3. *Specific Responsibilities of the Operating Agent*

(a) The Operating Agent shall develop an overall detailed Programme of Work and Budget. This Programme of Work and Budget shall be submitted to the Executive Committee for approval within two months of entry into force of this Annex, and thereafter not later than three months preceding the calendar year in which work will be undertaken.

(b) The Operating Agent shall be responsible for the design, construction and operation of the Mannheim Lake Storage Facility in accordance with the Agreement, this Annex, the decisions of the Executive Committee and the Programme of Work adopted by the Executive Committee. In particular, such responsibility shall include, but shall not be limited to:

(1) Acquiring, on behalf of the Participants, information and data and intellectual property rights now held by third parties, and which are necessary for the purposes of carrying out the demonstration project, but in so doing, shall not enter into any commitment which has not been authorized by the Executive Committee; and

(2) All procurement of equipment and material in accordance with the procedures laid down by the Executive Committee under Article 6 *(c)* (1).

(c) The Operating Agent shall also be responsible for the preparation and distribution to Participants of interim and final reports as agreed by the Executive Committee.

(d) The Operating Agent shall arrange meetings for specific purposes whenever necessary.

(e) The Operating Agent shall accept observers, nominated by the Participants from among nationals of their countries and confirmed by the Executive Committee, for the purpose of monitoring progress on the demonstration project in accordance with rules to be determined by the Executive Committee.

4. *Results*

The results of this Task shall be:

(a) The construction of a large-scale insulated, artificial body of water in which is stored waste heat for seasonal use.

(b) The preparation of reports on the operation of the body of water, with emphasis on specific research questions.

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5. *Time schedule*

This Annex shall remain in force for an initial period of three years from the date hereof, and may be extended by the Executive Committee, acting by unanimity.

6. *Funding*

(a) The expenditure incurred in the operation of this Task shall be jointly borne by the Participants, as provided in Article 6 *(g)* of the Agreement, in the proportions determined as provided below. Such expenditure is not expected to exceed DM 10,000,000 at June 1978 price levels and may not exceed such level except upon the unanimous agreement of the Executive Committee. The Executive Committee, acting by unanimity, shall adjust the figure referred to in this paragraph at least annually to take account of changing price levels in the country of the Operating Agent to ensure that the necessary real resources will continue to be available. If significant changes in price levels occur, the Executive Committee, acting by unanimity, shall consider whether to adjust the Programme of Work to the available funds.

(b) Of the total cost of this Task (DM 10,000,000), the German Participant will bear 85% and the other Participants will bear 15% according to the following schedule:

			% of Total Costs
Denmark	DM	100,000	1%
Germany		8,500,000	85%
Netherlands		200,000	2%
Sweden		200,000	2%
U.S.		1,000,000	10%
Total	DM	10,000,000	100%

7. *Operating Agent*

Kernforschungsanlage Jülich GmbH.

8. *Information and Intellectual Property*

(a) Executive Committee's Powers. The publication, distribution, handling, protection and ownership of information and intellectual property arising from activities conducted under this *Annex II* to the IEA Implementing Agreement for a Programme of Research and Development on Energy Conservation through Energy Storage (hereinafter called *Annex II)* and rules and procedures related thereto shall be determined by the Executive Committee, acting by unanimity, in conformity with this Agreement.

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(b) Right to Publish. Subject only to restrictions applying to patents and copyrights, the *Annex II* Participants (referred to in this Annex as the "Participants") shall have the right to publish all information provided to or arising from *Annex II* except proprietary information. Proprietary information shall not be accepted for or utilized in the Task without express approval of the Executive Committee, acting by unanimity.

(c) Proprietary Information. The Operating Agent and the Participants shall take all necessary measures in accordance with this paargraph, the laws of their respectives countries and international law to protect proprietary information provided to or arising from the Task. For the purposes of this *Annex II*, proprietary information shall mean information of a confidential nature such as trade secrets and know-how (for example, computer programmes, design procedures and techniques, chemical composition of materials, or manufacturing methods, processes, or treatments) which is appropriately marked, provided such information:

(1) Is not generally known or publicly available from other sources;

(2) Has not previously been made available by the owner to others without obligation concerning its confidentialy; and

(3) Is not already in the possession of the recipient Participants without obligation concerning its confidentiality.

It shall be the responsibility of each Participant supplying proprietary information to identify the information as such and to ensure that it is appropriately marked.

(d) Identification and Use of Pre-existing Information

(1) The Operating Agent shall encourage the governments of all Agency Participating Countries to make available or to identify to the Operating Agent all published or otherwise freely available information known to them that is relevant to the Task.

(2) The Participants shall notify the Operating Agent of all pre-existing information, and information developed independently of the Task, known to them which is relevant to the Task and which:

(i) Will be made available to the Task without contractual or legal limitations; or

(ii) Will or can only be made available to the Task with contractual or legal limitations.

(3) Information of the type defined in sub-paragraph (2) *(ii)* above should be accepted for and utilized in the Task:

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(i) If solely owned or controlled by a Participant, in which case sub-paragraphs *(f)* (2) and (3) below will apply;

(ii) In any other case, only if arrangements can be made for licence and use in accordance with sub-paragraph *(f)* (1) below.

(e) *Arising Proprietary Information.* It shall be the responsibility of the Operating Agent to identify information arising from the Task which qualifies as proprietary information under this paragraph and ensure that it is appropriately marked. If any Participant questions the decisions of the Operating Agent regarding the proprietary nature of arising information, the question shall be submitted to the Executive Committee for decision. Proprietary information arising from the Task shall be the property of the Operating Agent for the benefit of the Participants. The Operating Agent shall license such proprietary information:

(1) To each Participant, its government and the nationals of its country designated by the Participant for non-exclusive use in the country of that Participant on terms and conditions exclusively stipulated by that Participant and notified to the other Participants;

(2) Subject to sub-paragraph (1) above, to each Participant, its government and nationals of its country designated by the Participant for use in all countries on favourable terms and conditions as stipulated by the Executive Committee, acting by unanimity, taking into account the equities of the Participants based upon the sharing of obligations, contributions, rights and benefits of all Participants;

(3) To the government of any Agency Participating Country and nationals designated by it for use in such country in order to meet its energy needs on reasonable terms and conditions as stipulated by the Executive Committee, acting by unanimity.

Royalties under such licences shall be held by the Operating Agent for the benefit of the Participants, except that royalties, if any, under sub-paragraph (1) above shall be the property of the Participant.

(f) *Licensing of Pre-existing Proprietary Information*

(1) Pre-existing proprietary information procured by the Operating Agent shall be the property of the Operating Agent for the benefit of the Participants and shall be treated as arising proprietary information. Pre-existing proprietary information icensed to the Operating Agent for the benefit of the Participants may be licensed for:

(i) Use under this Task only, where the information is not needed for further commercial use;

(ii) Use under the Task and further commercial use, when the information is needed for practising the results of the Task, in

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which case rights shall be obtained to permit either further licensing by the Operating Agent or direct licensing from the owner on reasonable terms and conditions to the Participants, their governments and the nationals of their countries designated by the Participants for use in all countries.

(2) Pre-existing proprietary information solely owned or controlled by a Participant which is needed for the Task shall be licensed to the Operating Agent for use in the Task only at no cost to the Task. If such information is partially owned or controlled by a Participant, then efforts shall be made by the Participants to reduce or eliminate as possible the benefit that might accrue to it.

(3) Each Participant agrees to license for use in the field of energy conservation through energy storage and on reasonable terms and conditions all pre-existing proprietary information solely owned or controlled by it which is necessary for practising the results of the Task and has been utilized in the Task to:

(i) The other Participants, their governments and nationals of their countries designated by the Participants for use in all countries;

(ii) The governments of Agency Participating Countries and nationals designated by them for use in their respective countries in order to meet their energy needs.

In determining reasonable terms and conditions for licensing pre-existing proprietary information owner or controlled, in whole or in part, by a Participant for use other than in the Task as required in this paragraph, consideration shall be given to the equities of the other Participants based upon the sharing of obigations, contributions, rights and benefits of all Participants.

(4) Pre-existing proprietary information owned or controlled, in whole or in part, by parties other than the Participants may be procured by or licensed to the Operating Agent only with the express approval of, and under terms and conditions stipulated by the Executive Committee, acting by unanimity.

(g) Licensing of Pre-existing Patents

(1) Pre-existing patents solely owned or controlled by a Participant which are needed for use in the Task shall be licensed to the Operating Agent for use in the Task only at no cost to the Task. If such patents are partially owned or controlled by a Participant, then efforts shall be made by the Participant to reduce or eliminate as possible the benefit that might accrue to it.

(2) Each Participant agrees to license for use in the field of energy conservation through energy storage and on reasonable terms and

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conditions all pre-existing patents solely owned or controlled by it which are necessary for practising the results of the Task and have been utilized in the Task to:

(i) The other Participants, their governments and nationals of their countries designated by the Participants for use in all countries; and

(ii) The governments of Agency Participating Countries and nationals designated by them for use in their respective countries in order to meet their energy needs.

In determining reasonable terms and conditions for licensing pre-existing patents owned or controlled, in whole or in part, by a Participant for use other than in the Task as required in this subparagraph, consideration shall be given to the equities of the other Participants based upon the sharing of obligations, contributions, rights and benefits of all Participants.

(3) Pre-existing patents owned or controlled, in whole or in part, by parties other than the Participants may be procured by or licensed to the Operating Agent only with the express approval of, and under terms and conditions stipulated by the Executive Committee, acting by unanimity.

(h) Arising Inventions

(1) Inventions made or conceived in the course of or under the Task (arising inventions) shall be identified promptly and reported by the Operating Agent with a recommendation of the countries in which patent applications should be filed. The Executive Committee shall, acting by unanimity, establish procedures for processing such recommendations to determine where and when patent applications will be filed at the expense of the Task.

(2) Information regarding inventions on which patent protection is to be obtained shall not be published or publicly disclosed by the Operating Agent or the Participants until a patent application has been filed in any of the countries of the Participants, provided, however, that this restriction on publication or disclosure shall not extend beyond six months from the date of reporting of the invention. It shall be the responsibility of the Operating Agent to appropriately mark Task reports which disclose inventions that have not been appropriately protected by the filing of a patent application.

(3) Patents obtained in the country of each Participant shall be jointly owned by the Participant for that country and the Operating Agent which shall hold its interest for the benefit of the Participants. Patents obtained in other countries shall be owned by the Operating Agent for the benefit of the Participants.

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(i) *Licensing of Arising Patents.* Each Participant shall have the sole right to license its government and nationals of its country designated by it to use patents and patent applications arising from the Task in its country and the Participant shall notify the other Participants of the terms of such licences. Royalties obtained by such licensing shall be the property of the Participant. Other licences under such patents and patent applications shall be granted by the Operating Agent:

(1) To each Participant, its government and nationals of its country designated by the Participant for use in all countries on favourable terms and conditions as stipulated by the Executive Committee, acting by unanimity, taking into account the equities of the Participants based upon the sharing of obligations, contributions, rights and benefits of all Participants;

(2) To the government of any Agency Participating Country and nationals designated by it for use in such country on reasonable terms and conditions as stipulated by the Executive Committee, acting by unanimity, in order to meet its energy needs.

Royalties obtained from such other licensing shall be held by the Operating Agent for the benefit of the Participants.

(j) *Copyright.* The Operating Agent shall take appropriate measures necessary to protect copyrightable material generated under the Task. Copyrights obtained shall be the property of the Operating Agent for the benefit of the Participants, provided, however, that the Participants may reproduce and distribute such material, but shall not publish it with a view to profit.

(k) *Inventors and Authors.* Each Participant will, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the co-operation from its authors and inventors required to carry out the provisions of this paragraph. Each Participant will assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

(l) *Determination of National.* The Executive Committee may, acting by unanimity, establish guidelines to determine what constitutes a "national" of a Participant and of Agency Participating Countries.

9. *Date of Annex*

This Annex will enter into force on 22nd May, 1979.

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10. *Participants in this Task*

The Contracting Parties which are Participants in this Task are the following:

The Ministry of Trade and Industry (Denmark),

Kernforschungsanlage Jülich GmbH (Germany),

Stichting Energieonderzoek Centrum Nederland (Netherlands),

The National Swedish Board for Energy Source Development,

The Department of Energy (United States of America).

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The Legal Advisor of the International Energy Agency hereby certifies that the present copy conforms to the original text deposited with the Executive Director of the International Energy Agency (as amended to the date hereof, by agreement of the Contracting Parties).

Paris, 22nd April, 1980

THE LEGAL ADVISOR:

Richard J. Smith

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